10328

AGRICULTURAL COMMODITIES

Agreement Between the
UNITED STATES OF AMERICA
and EGYPT

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Signed at Cairo December 21, 1981

with

Agreed Minutes
Signed at Cairo December 16, 1981

and

Amending Agreement
Effected by Exchange of Notes
Signed at Washington February 5, 1982

S9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89–497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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EGYPT

Agricultural Commodities

Agreement signed at Cairo December 21, 1981;
Entered into force December 21, 1981.
With agreed minutes
Signed at Cairo December 16, 1981.
And amending agreement
Effected by exchange of notes
Signed at Washington February 5, 1982;
Entered into force February 5, 1982.

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AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE ARAB REPUBLIC OF EGYPT FOR THE SALE OF AGRICULTURAL COMMODITIES

The Government of the United States of America and the Government of the Arab Republic of Egypt agree to the sale of agricultural commodities specified below. This agreement shall consist of the preamble and Parts I and III of the Agreement signed June 7, 1974,[1] together with the following Part II:

PART II. PARTICULAR PROVISIONS

Item I. COMMODITY TABLE:

Commodity	Supply Period (U.S. FY)	Approximate Quantity (MT)	Maximum Export Market Value (Dols. Million)
Wheat	1982	600,000	105.0
Wheat Flour (Grain Equivalent Basis)	1982	500,000	95.0
TOTAL		1,100,000	200.0

Item II. PAYMENT TERMS: Convertible Local Currency Credit (CLCC)

A. Initial Payment - Five (5) percent.

B. Currency Use Payment - None.

C. Number of Installment Payments - Thirty-one (31).

D. Amount of Each Installment Payment - Approximately equal annual amounts.

E. Due Date of First Installment Payment - Ten (10) years after the date of last delivery of commodities in each calendar year.

[1] TIAS 7855; 25 UST 1245.

F. Initial Interest Rate - Two (2) percent.

G. Continuing Interest Rate - Three (3) percent.

Item III. USUAL MARKETING TABLE:

Commodity	Import Period (U.S. FY)	Usual Marketing Requirement (MT)
Wheat/Wheat Flour (Grain Equivalent Basis)	1982	2.5 million

Item IV. EXPORT LIMITATIONS:

A. Export Limitation Period:

The export limitation period shall be U.S. fiscal year 1982, or any subsequent U.S. fiscal year during which commodities financed under this agreement are being imported or utilized.

B. Commodities to Which Export Limitations Apply:

For the purposes of Part I, Article III (A)(4) of this agreement, the commodities which may not be exported are: wheat, wheat flour, rolled wheat, semolina, farina, or bulgur (or the same product under a different name).

Item V. SELF-HELP MEASURES:

A. The Government of Egypt agrees to undertake self-help measures to improve the production, storage, and distribution of agricultural commodities. The following self-help measures shall be implemented to contribute directly to development progress in poor rural areas and enable the poor to participate in increasing agricultural production through small farm agriculture.

B. The Government of Egypt agrees to undertake the following activities and in doing so to provide adequate financial, technical and managerial resources for their implementation:

1. Agricultural Policy and Planning

a. Review pricing policies for agricultural inputs. This review should serve as the basis for implementing a rational system of input allocation and use.

b. Continue to review the subsidies on consumer prices for food items. This review should serve as a basis for implementing a subsidy policy that protects primarily the lower income groups.

c. Increase incentives for domestic food crop production. The GOE will continue to rationalize input and consumer prices with a view toward establishing prices that will provide adequate incentive to producers. This process will include the continuation of procurement of wheat from farmers by the GOE. The GOE will conduct an analysis during FY 1982 to determine the need to initiate a similar program for corn. The procurement prices will be set with the objective of reducing the differences between the domestic and world prices of wheat. In assessing supply management, the government will give procurement priority to the full

utilization of domestically produced crops. Food imports will be distributed in a manner that will minimize the disincentive to domestic production.

2. Agricultural Research and Extension

Examine the organization and management of agricultural research as it relates to increased production through the extension process and to strengthen Egyptian agricultural research efforts as noted in the Memorandum of Understanding signed November 1979.[1] The review will:

a. Identify constraints for effectively managing the agricultural research/extension/dissemination system;

b. Develop procedures which provide the necessary services, create incentives, and demonstrate research results effectively to individual farmers;

c. Identify which new technologies, beneficial to Egypt, are available internationally for potential adoption by Egypt's farmers;

d. Evaluate results from previous Egyptian agricultural research projects and disseminate those mostly likely to support increased small farmer productivity; and

e. Develop priorities for funding of applied research project activities.

[1] Not printed.

3. Water Conservation and On-Farm Management
Assess the structural and institutional options for promoting the conservation and better on-farm management of water, e.g. pricing water so that water constitutes an input cost.

4. Land Investment and Operation and Maintenance
Continue an assessment of agricultural sector investment levels with particular focus on investment level targets for improvement of presently cultivated agricultural lands, including previously reclaimed land as well as projects for the development of new reclaimed lands.

5. The GOE will take the following steps to permit private importers to import 400,000 MT of fertilizer:
   a. Make foreign exchange available to them at the official exchange rate, and
   b. Allocate local currency which permits sale of the fertilizer at 150 percent of full subsidy.

6. Continue discussions of ways to improve the climate for U.S. private investment in Egyptian agri-business sector.

Item VI. ECONOMIC DEVELOPMENT PURPOSES FOR WHICH PROCEEDS ACCRUING TO IMPORTING COUNTRY ARE TO BE USED:

A. The proceeds accruing to the Government of Egypt for the sale of commodities financed under this agreement will be used for financing the self-help measures set forth in the agreement, and

for development in the agricultural and rural development sector, in a manner designed to increase the access of the poor in the recipient country to an adequate, nutritious, and stable food supply.

B. In the use of proceeds for these purposes emphasis will be placed on directly improving the lives of the poorest of the recipient country's people and their capacity to participate in the development of their country.

IN WITNESS WHEREOF, the respective representatives, duly authorized for the purpose, have signed the present agreement, done at Cairo, in duplicate, the day of 21 December, 1981.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

By: Alfred L. Atherton, Jr.
Name: Alfred L. Atherton, Jr.
Title: American Ambassador

FOR THE GOVERNMENT OF THE ARAB REPUBLIC OF EGYPT

By: a. a. nouh
Name: Ahmed Ahmed Nouh
Title: Minister of Supply and Home Trade

IN ACKNOWLEDGEMENT OF the foregoing agreement, representatives of the implementing organizations have subscribed their names:

By: A. Meguid
Name: Abdel Razzak Abdel Meguid
Title: Deputy Prime Minister for Economic and Financial Affairs and Minister of Economy, Finance and Planning

By: Mahmoud Dawood
Name: Mahmoud Mohamed Dawood
Title: Minister of State for Agriculture and Food Security

AGREED MINUTES OF THE NEGOTIATIONS OF THE U.S. FISCAL YEAR 1982 AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE ARAB REPUBLIC OF EGYPT UNDER THE PROVISIONS OF TITLE I, PUBLIC LAW 480,[1] OF THE UNITED STATES OF AMERICA

1. Commodity Composition. The proposed commodity composition, as shown in Part II, Item I of the proposed agreement, provides for 1.1 million metric tons of wheat and wheat flour on a grain equivalent basis having an export market value of $200 million. This proposed agreement provides for the total U.S. Fiscal Year 1982 GOE allocation for wheat flour. In subsequent amendments the Title III allocation and the balance of the Title I allocation, as applicable, will be added in order to provide for the entire program level set at $275 million.

It was pointed out that Part I, Article I(E) of the proposed agreement provides that the export market value specified in Part II may not be exceeded. This means that, if commodity prices increase over those used in determining the market values contained in Part II of the proposed agreement, the quantity to be financed under the proposed agreement will be less than the approximate maximum quantity set forth in Part II. Should commodity prices decrease, however, the quantities to be financed may be limited to those specified in Part II.

[1] 68 Stat. 455; 7 U.S.C. § 1701 *et seq.*

2. Commodity Deliveries. In order to expedite implementation of the proposed agreement after signature, the GOE representatives were encouraged during the negotiations to make an early request, through their Embassy in Washington, D.C., for purchase authorizations (PA's). The GOE representatives were also reminded of the need to open Letters of Credit promptly for both the commodity and the freight after PA's are issued, and commodities purchased and vessels booked. The supply period for the proposed agreement is the U.S. fiscal year 1982.

3. Payment Terms. The proposed payment terms are shown in Part II, Item II of the proposed agreement. They are the same as in the previous year's agreement (FY 1981).

4. Usual Marketing Requirements (UMR's). Part II, Item III of the proposed agreement provides for a UMR of 2.5 million metric tons of wheat and wheat flour (grain equivalent basis) during U.S. fiscal year 1982. This is the same as in the previous year's agreement (FY 1981). The GOE representatives were reminded that Section 103 (O) of the PL 480 legislation requires that the U.S. trade be provided the opportunity to compete for any increase in commercial purchases of wheat flour during the coming year.

5. Export Limitations. The provisions shown in Part II, Item IV, Paragraph A and B of the proposed agreement are standard.

6. Self-Help Measures and Use of Proceeds. Section 190(A) of PL 480 requires that, before entering into agreements for the sale of commodities, consideration be given to the extent to which the recipient country is undertaking self-help measures to increase per capita food production and improve the means for storage and distribution of agricultural commodities. Furthermore, it is to take into particular account the extent to which they are being carried out in ways designed to contribute directly to development progress in poor rural areas and to enable the poor to participate actively in increasing agricultural production through small farm agriculture.

Section 106(B) provides that in negotiating agreements, emphasis shall be placed on the use of such proceeds for purposes which directly improve the lives of the poorest of the recipient countries' people and their capacity to participate in the development of their country. Greatest emphasis is required to be placed on the use of such proceeds to carry out programs of agricultural development, rural development, nutritional and population planning in accordance with Section 109 of PL 480 and which programs are likely to achieve the policy objectives of Sections 103 and 104, of the Foreign Assistance Act of 1961 as amended.

Part II, Item V of the proposed agreement specifies the self-help measures to be carried out by the recipient country

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[1] 87 Stat. 715; 22 U.S.C. § 2151a.

which may utilize the local currencies accruing to the recipient country from the sale of agricultural commodities financed under the agreement. The GOE representatives agreed during the negotiations to provide a quarterly report on the progress of the wheat procurement program and make sufficient funds available to assure that producers receive published procurement prices on a timely basis.

7. Compliance and Reporting Requirements. The GOE representatives declared they are well aware of their responsibilities for submission of timely reports on compliance, shipping and arrival information (ADP sheets), self-help and use of sales proceeds, as required under the provisions of the agreement. The annual self-help report for 1982, normally required on December 1, 1982, will be submitted in September 1982 prior to the consideration of a Title I agreement for U.S. fiscal year 1983. It was agreed further that the annual self-help report will be accompanied by the receipt and expenditure report certified by the appropriate GOE audit authority.

8. Operational Considerations. The following operational considerations were discussed during the negotiations:

A) Purchase Authorizations. Information to expedite the PA issuance will be provided to the USDA prior to the signing of the agreement, including: 1) commodity specifications, 2) proposed contracting and delivery schedules, and 3) names and addresses of banks in

Egypt and U.S. commercial banks through which letters of credit for commodity ocean freight will be opened. The GOE representatives gave assurance that appropriate GOE authorities are prepared to make prompt transfer of funds to cover initial payment and the ocean freight costs on commodities purchased under the agreement.

B) Bellmon Determination. The GOE representatives provided information needed to update the Bellmon Determination.

C) Instructions and Authority. The GOE representatives gave assurances that arrangements have been made to relay to its Embassy in Washington, D.C. all instructions, information, and authority necessary to ensure timely implementation of the agreement, including: 1) information outlined in paragraph A above; 2) complete instructions regarding arrangements for purchasing commodities and contracting for freight (including appointment of purchasing and/or shipping agent if applicable); and 3) instructions to contact the Program Operations Division, Export Credits, Foreign Agricultural Service, USDA (Telephone 202-447-5780), for further assistance in implementing the agreement.

D) Regulatory/Legislative Requirements. The GOE representatives were reminded that, under current regulatory and legislative requirements: 1) purchase of food commodities under the agreement must be made on the basis of

invitations for bids (IFB's) publicly advertised in the United States and on the basis of bids (offers) which must conform to the IFB. Bids must be received and publicly opened in the United States. All awards under IFB's must be consistent with open, competitive, and responsive bid procedures; 2) terms of all IFB's (including IFB's for ocean freight) must be approved by the General Sales Manager, FAS/USDA, prior to issuance; and 3) if the GOE nominates a purchasing and/or shipping agent to procure commodities or arrange ocean transportation under the agreement, the GOE must notify the General Sales Manager, FAS/USDA, in writing, of such nomination and attach a copy of the proposed agency agreement. All purchasing and shipping agents must be approved by the General Sales Manager, FAS/USDA in accordance with regulatory standards designed to eliminate certain potential conflicts of interest.

E) Letters of Credit. The GOE representatives were informed during the negotiations that commodity and ocean freight suppliers may refuse to load vessels when accepted letters of credit for commodities or ocean freight are not available at the time of loading. This can result in costly claims by vessel owners for demurrage and by commodity suppliers for carrying charges.

With particular regard to ocean freight, GOE

representatives were advised that the GOE must open letters of credit for 100 percent of the ocean freight not less than 48 hours prior to the vessel presentation for loading, providing for sight payment or acceptance of a draft in U.S. dollars in favor of the ocean transportation supplier on the basis of tonnage and rates specified in the applicable charter party or booking note.

It was also pointed out to the GOE representatives that where the ocean freight contract provides for demurrage/despatch, 90 percent of the ocean freight must be paid promptly on arrival of the cargo. The remaining 10 percent, less despatch if any, should be paid promptly to the carrier upon completion of the laytime statement. Claims against the carrier for damaged or lost cargo should be pursued through normal channels and not be deducted from the ocean freight.

The GOE representatives gave assurances that appropriate measures will be taken to ensure that operable and irrevocable letters of credit for both commodities and freight will be issued as soon as possible after commodities are purchased and ocean freight booked.

F) Performance Bonds. The GOE representatives were advised during the negotiations that a standard performance bond

requirement that will be fair to, and provide adequate protection for, both buyer and seller will be incorporated in all recipient country IFB's before purchasing begins under the U.S. fiscal year 1982 program. The USDA is developing the appropriate language for this requirement and will coordinate its implementation with the GOE purchasing officials in Washington, D.C.

G) Establishing Claims. The GOE representatives agreed during the negotiations to develop and implement procedures for accurate identification of commodity loss and damage at the discharge port for the purpose of establishing claims in a timely manner.

H) Priority Berthing and Unloading. The GOE representatives reaffirmed during negotiations that the GOE would guarantee priority berthing and discharge at all Egyptian ports for U.S. flag vessels carrying U.S. agricultural commodities under the PL 480 program.

I) Identification and Publicity. The GOE representatives were reminded that Part I, Article III(1) of the Title I agreement provides that the government of the importing country shall undertake such measures as may be mutually agreed prior to their delivery, for identification and publicity of commodities to be received. This is as provided for in Section 103(I) of the PL 480 legislation.

9. Annex A. A letter dated December 3, 1981 from the U.S. Chief of Mission to Egypt, Alfred L. Atherton, Jr. to His Excellency, Ahmed Ahmed Nouh, Minister of Supply and Home Trade,[1] was reviewed and is made part of these minutes.

10. Annex B. A draft of the proposed agreement[1] was reviewed and is made part of these minutes.

DONE IN CAIRO THIS 16TH DAY OF DECEMBER, 1981.

Representing the Government of The United States of America:

Verle E. Lanier
Agricultural Counselor
American Embassy
5, Sharia Latin America
Garden City
Cairo

Representing the Government of The Arab Republic of Egypt:

Ibrahim Darwish
Deputy Chairman
General Authority for
Supply Commodities
Ministry of Supply and Home Trade
24, Gomhouria Street
Cairo

IN ACKNOWLEDGMENT OF the foregoing minutes, representatives of the implementing organizations have subscribed their names:

By:
Name: Youssef Wally
Title: Chairman
Agricultural Development Committee for Foreign Aid
Foreign Relations Department
Ministry of Agriculture

By:
Name: Fouad Iskandar
Title: Senior Under Secretary of State for Economic Cooperation
Ministry of Economy

[1] Not printed.

The Secretary of State to the Egyptian Ambassador

DEPARTMENT OF STATE
WASHINGTON

Excellency:

I have the honor to propose that the Government of the United States and the Government of the Arab Republic of Egypt agree to the extension of additional Public Law 480 commodity sales financing amounting to $75.0 million, raising the total Title I/III program level for Egypt to $275 million. This additional amount is to be programmed as follows:

(a) In the agricultural commodities agreement between our two governments signed December 21, 1981, the following changes should be made:

(1) In Part II, Item I, Commodity Table, and under appropriate column headings, (a) on the line entitled "Wheat", delete "600,000" "105.0", and insert "850,000" "150.0", (b) on line entitled "Wheat Flour (grain equivalent basis)", delete "95.0" and insert "100.0", and (c) on line entitled "Total" delete "1,100,000" "200.0", and insert "1,350,000" "250.0".

His Excellency
Dr. Ashraf A. Ghorbal,
Ambassador of Egypt.

(2) In Part II, Item II, Payment Terms, on line "B. Currency Use Payment" delete "none" and insert "Ten (10) percent of the amount financed by the government of the exporting country under the first amendment and any subsequent amendments-for 104(a) purposes".

(b) In addition to the new financing indicated in paragraph (a) above, the Government of the United States will make available $25.0 million, to be used either in connection with the Food for Development Program or by addition to the agreement of December 21, 1981, as may be agreed upon by the two governments.

If the foregoing is acceptable to your government, I have the honor to propose that this note and your reply thereto constitute agreement between our two governments effective the date of your note in reply.

Accept, Excellency, the renewed assurances of my highest consideration.

For the Secretary of State:
Alfred L. Atherton, Jr. [1]

I confirm the above understandings.

for Richard E. Lyng [2]
John R. Block
Secretary of Agriculture

5 FEB 1982

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[1] Alfred L. Atherton, Jr.
[2] Richard E. Lyng.

The Egyptian Deputy Prime Minister for Economic and Financial Affairs to the Secretary of State

MINISTRY OF ECONOMY
ECONOMIC CO OPERATION WITH U. S. A.
CAIRO - EGYPT

February 5, 1982

His Excellency

Alexander M. Haig
Secretary of State

United States of America

Excellency:

I have the honor to acknowledge receipt of your Note of February 5, 1982, which reads as follows:

Excellency, I have the honor to propose that the Government of the United States and the Government of the Arab Republic of Egypt agree to the extension of additional Public Law 480 commodity sales financing amounting to $75.0 million, raising the total Title I/III program level for Egypt to $275 million. This additional amount is to be programmed as follows:

a. In the agricultural commodities agreement between our two governments signed December 21, 1981, the following changes should be made:

(1) In Part II, Item I, Commodity Table, and under appropriate column headings, (a) on the line entitled "Wheat", delete "600,000" "105.0" and insert "850,000" "150.0". (b) On line entitled "Wheat Flour (Grain equivalent basis)", delete "95.0" and insert "100.0". (c) On line entitled "Total" delete "1,100,000" "200.0", and insert

"1,350,000" "250.0".

(2) In part II, Item II, Payment Terms, on line "B. Currency Use Payment" delete "none" and insert "Ten (10) percent of the amount financed by the government of the exporting country under the first amendment and any subsequent amendments -- for 104(a) purposes".

b. In addition to the new financing indicated in paragraph a above the Government of the United States will make available $25.0 million, to be used either in connection with the Food for Development Program or by addition to the agreement of December 21, 1981 as may be agreed upon by the two governments.

If the foregoing is acceptable to your government, I have the honor to propose that this note and your reply thereto constitute agreement between our two governments effective the date of your note in reply."

I have the honor to inform Your Excellency that the terms of the foregoing Note are acceptable to the Government of the Arab Republic of Egypt and that the Government of the Arab Republic of Egypt

considers Your Excellency's Note and the present reply as constituting an Agreement between our two Governments on this subject to enter into force on the date of this reply.

Accept, Excellency, the assurance of my highest consideration.

M.A. FATTAH IBRAHIM
Deputy Prime Minister
for Economic and Financial
Affairs

Ashraf Ghorbal [1]

In Witness:

Minister of Economy
& Foreign Trade
Fouad Hashem [2]

[1] Ashraf Ghorbal.
[2] Fouad Hashem.

U.S. GOVERNMENT PRINTING OFFICE : 1983 O—24-496

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scattered missing issues
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10331

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10331

WEATHER STATIONS

Agreements Between the
UNITED STATES OF AMERICA
and MEXICO

Extending the Agreement of
July 31, 1970, as Amended
and Extended

Effected by Exchange of Notes
Dated at Mexico and Tlatelolco
July 31 and August 20, 1981

And Exchange of Notes
Dated at Mexico and Tlatelolco
October 9 and November 3, 1981

And Exchange of Notes
Dated at Mexico and Tlatelolco
February 3 and 19, 1982

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S9.10:

NOTE BY THE DEPARTMENT OF STATE

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". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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MEXICO

Weather Stations

Agreements extending the agreement of July 31, 1970, as amended and extended.
Effected by exchange of notes
Dated at Mexico and Tlatelolco July 31 and August 20, 1981;
Entered into force August 20, 1981.
And exchange of notes
Dated at Mexico and Tlatelolco October 9 and November 3, 1981;
Entered into force November 3, 1981.
And exchange of notes
Dated at Mexico and Tlatelolco February 3 and 19, 1982;
Entered into force February 19, 1982;
Effective February 1, 1982.

The American Embassy to the Mexican Department of Foreign Relations

No. 1483

The Embassy of the United States of America presents its compliments to the Secretariat of Foreign Relations and has the honor to refer to the various agreements concerning the Cooperative Meteorological Observation Program between the United States of America and the United Mexican States, the most recent of which was effected by an exchange of notes dated January 31, 1978[1] (Embassy's Note No. 198; Secretariat's Note No. 502321).

Those notes provided for a termination date of July 31, 1981, for the agreements. The United States National Oceanic and Atmospheric Administration (NOAA) believes that the subject agreements and their associated memorandum of arrangement are in need of revision. NOAA expects to have the new document prepared for consideration by the Secretariat within three months. In the interim the Embassy has the honor to propose that the agreements scheduled for termination on July 31 be extended. The new proposed termination date would be October 31, 1981.

The Embassy of the United States of America avails itself of this opportunity to renew to the Secretariat of Foreign Relations the assurances of its highest consideration.

Embassy of the United States of America

Mexico, D.F., July 31, 1981

Approved: The Ambassador

[1] TIAS 8941, 7927, 9164; 21 UST 1978; 25 UST 2450; 29 UST 5963.

The Mexican Department of Foreign Relations to the American Embassy

317277 La Secretaría de Relaciones Exteriores saluda atentamente a la Embajada de los Estados Unidos de América y tiene el honor de hacer referencia a su nota 1483, de 31 de julio último, con la que propone se prorrogue, hasta el 31 de octubre de 1981, el Programa de Cooperación en Materia de Observación Meteorológica entre los Estados Unidos Mexicanos y los Estados Unidos de América, cuya última prórroga se realizó por Canje de Notas del 31 de enero de 1978.

Sobre el particular, la Secretaría informa a la Embajada que con fecha 10 de julio último, a través de la Embajada de México en Washington, se propuso la prórroga por tres años del citado Programa así como ciertas enmiendas, en los términos de la nota cuya copia se anexa al presente; sin embargo, teniendo en cuenta lo manifestado por la Embajada en el sentido de que la Administración Nacional Oceánica y Atmosférica de su país desea hacer una revisión del mencionado Programa y el Memorándum de Entendimiento relativo y que requiere de algún tiempo para hacerla, la Secretaría está de acuerdo en que el Programa de Cooperación en Materia de Observación Meteorológica entre los Estados Unidos Mexicanos y los Estados Unidos de América se prorrogue, en su forma actual, por 3 meses, a partir del 31 de julio del presente año.

A la Embajada de los
Estados Unidos de América,
México, D. F.

En virtud de lo anterior, la Secretaría queda en espera de conocer la revisión que se proponen efectuar las autoridades competentes estadounidenses y, en su oportunidad, el Gobierno de México, a su vez, hará las propuestas de enmienda que corresponda en relación con el multicitado Programa.

La Secretaría de Relaciones Exteriores aprovecha la oportunidad para renovar a la Embajada de los Estados Unidos de América el testimonio de su más alta consideración.

Tlatelolco, D. F., 20 de agosto de 1981.

TRANSLATION

No. 317277

The Department of Foreign Relations presents its compliments to the Embassy of the United States of America and has the honor to refer to its note No. 1483 of July 31, 1981, proposing an extension until October 31, 1981, of the Cooperative Meteorological Observation Program between the United Mexican States and the United States of America. The most recent extension was effected by an exchange of notes dated January 31, 1978.

In this regard, the Department wishes to inform the Embassy that on July 10, 1981, through the Embassy of Mexico at Washington, it proposed a three-year extension of the above-mentioned program and certain amendments under the terms set forth in the attached note [1] Nevertheless, taking into consideration the Embassy's statement to the effect that the United States National Oceanic and Atmospheric Administration wishes to revise the above-mentioned program and the associated memorandum of understanding and will require some time to do so, the Department agrees that the

Embassy of the United States of America,
Mexico, D.F.

[1] Not printed.

Cooperative Meteorological Observation Program between the United Mexican States and the United States be extended in its present form for three months beginning July 31, 1981.

In view of the foregoing, the Department is waiting to learn the revision that the competent United States authorities propose to make and, at the proper time, the Government of Mexico will in turn propose amendments to the aforementioned program.

The Department of Foreign Relations avails itself of this opportunity to renew to the Embassy of the United States of America the assurances of its highest consideration.

Tlatelolco, D.F., August 20, 1981

[Initialed]

The Mexican Department of Foreign Relations to the American Embassy

317700 La Secretaría de Relaciones Exteriores saluda atentamente a la Embajada de los Estados Unidos de América y tiene el honor de hacer referencia a su nota 317277 de 20 de agosto último, con la cual le manifestó su conformidad para que el Programa de Cooperación en Materia de Observación Meteorológica entre los Estados Unidos Mexicanos y los Estados Unidos de América se prorrogara, en su forma actual, por tres meses a partir del 31 de julio del presente año.

Teniendo en cuenta que la citada prórroga vence el próximo 31 de octubre de 1981 y que hasta la fecha no se han recibido las propuestas de modificación que las autoridades competentes de la Administración Nacional Oceánica y Atmosférica de su país desean hacer al mencionado Programa y al Memorandum de Entendimiento relativo, la Secretaría propone a la Embajada que el Programa de Cooperación en Materia de Observación Meteorológica entre los Estados Unidos Mexicanos y los Estados Unidos de América,

A la Embajada de los
Estados Unidos de América,
México, D. F.

cuya última prórroga se realizó por Canje de Notas de 31 de julio y 20 de agosto de 1981, se prorrogue en su forma actual, por tres meses más, a partir del 31 de octubre del presente año.

La Secretaría de Relaciones Exteriores aprovecha la oportunidad para renovar a la Embajada de los Estados Unidos de América el testimonio de su más alta consideración.

Tlatelolco, D.F., a 9 de octubre de 1981.

TRANSLATION

No. 317700

The Department of Foreign Relations presents its compliments to the Embassy of the United States of America and has the honor to refer to its note No. 317277 of August 20, 1981, expressing its agreement for the Cooperative Meteorological Observation Program between the United Mexican States and the United States of America to be extended in its present form for three months beginning July 31, 1981.

Taking into consideration that the above-mentioned extension expires October 31, 1981, and that to date the proposed amendments that the competent authorities of the United States National Oceanic and Atmospheric Administration wish to make to the aforementioned program and the associated memorandum of understanting have not been received, the Department proposes to the Embassy that the Cooperative Meteorological Observation Program between the United Mexican States and the United States of America, which was last extended by an exchange of notes dated July 31 and August 20, 1981, be extended in its present form three more months beginning

Embassy of the United States of America,
Mexico, D.F.

October 31, 1981.

The Department of Foreign Relations avails itself of this ooportunity to renew to the Embassy of the United States of America the assurances of its highest consideraton.

Tlatelolco, D.F., October 9, 1981

[Initialed]

The American Embassy to the Mexican Department of Foreign Relations

No. 2158

The Embassy of the United States of America presents its compliments to the Secretariat of Foreign Relations and has the honor to refer to the Secretariat's Note No. 317700, dated October 9, 1981, in which the Secretariat proposed that the United States - Mexico Agreement on Cooperative Meteorological Observations be extended for a period of three months beginning October 31, 1981.

In that regard, the Embassy has been informed that the National Oceanic and Atmospheric Administration (NOAA) agrees to the suggested extension of the agreement. NOAA expects that during the three month extension discussions will take place between the appropriate Mexican and United States agencies in order to establish the content of a new amended agreement.

The Embassy of the United States of America avails itself of this opportunity to renew to the Secretariat of Foreign Relations the assurances of its highest consideration.

The Embassy of the United States of America

México, D. F., November 3, 1981

The American Embassy to the Mexican Department of Foreign Relations

NO. 208

The Embassy of the United States of America presents its compliments to the Secretariat of Foreign Relations and has the honor to refer to the Embassy's Note Number 2158 dated November 4, 1981[1] and the Secretariat's Note Number 317969 dated Nov. 12, 1981,[2] extending the Mexican/United States Agreement on Cooperative Meteorological Observations for a period of three months beginning October 31, 1981.

In that regard, the Embassy has been informed that the National Oceanic and Atmospheric Administration (NOAA) is requesting a six month extension beginning February 1, 1982.

The purpose of the extension is to provide the National Oceanic and Atmospheric Administration additional time to present amendments to update the present agreement.

The Embassy of the United States of America avails itself of this opportunity to renew to the Secretariat of Foreign Relations the assurances of its highest consideration.

The Embassy of the United States of America
Mexico, D. F., February 3, 1982.

[1] Should read "November 3, 1981".
[2] Not printed.

The Mexican Department of Foreign Relations to the American Embassy

ESTADOS UNIDOS MEXICANOS
SECRETARIA DE RELACIONES EXTERIORES
MEXICO

315434 La Secretaría de Relaciones Exteriores saluda atentamente a la Embajada de los Estados Unidos de América y tiene el honor de acusar recibo de su nota 208 del 3 de febrero en curso, con la que propone que el Programa de Cooperación en Materia de Observación Meteorológica entre los Estados Unidos Mexicanos y los Estados Unidos de América, cuya última prórroga se realizó por Canje de Notas del 9 de octubre y 4 de noviembre de 1981, se prorrogue por seis meses más, a partir del 1° de febrero del presente año.

Al respecto, la Secretaría informa a la Embajada que por parte del Gobierno de México no existe inconveniente en que dicho Programa se prorrogue por un período de seis meses, a partir del 1° de febrero del presente año, a fin de que la Administración Nacional Oceánica y Atmosférica de su país pueda presentar las propuestas de modificación al mencionado Programa.

Asimismo, la Secretaría comunica a la Embajada que el Gobierno mexicano desea que en el Programa que se convenga se incluya lo relativo a la operación de Plataformas Automáticas, en el entendido de que su operación se ajustaría a los requisitos técnicos correspondientes.

La Secretaría de Relaciones Exteriores aprovecha la oportunidad para renovar a la Embajada de los Estados Unidos de América el testimonio de su más alta consideración.

Tlatelolco, D.F., a 19 de febrero de 1982.

A la Embajada de los Estados
Unidos de América,
México, D.F.

TRANSLATION

UNITED MEXICAN STATES
MINISTRY OF FOREIGN RELATIONS
MEXICO

No. 315434

The Department of Foreign Relations presents its compliments to the Embassy of the United States of America and has the honor to acknowledge receipt of its note No. 208 of February 3, 1982, proposing that the Cooperative Meteorological Observations Program between the United Mexican States and the United States of America, which was last extended by an exchange of notes on October 9 and November 4, 1981,[1] be extended for an additional six months, beginning on February 1, 1982.

In that regard, the Department wishes to inform the Embassy that the Government of Mexico has no objection to extending the program for six months beginning February 1, 1982, so that the United States National Oceanic and Atmospheric Administration may present proposed amendments to the aforementioned program.

The Department also informs the Embassy that the Mexican Government would like the program that is agreed upon to provide for the operation of automatic platforms, with the understanding that their operation would conform to the appropriate technical requirements.

The Department of Foreign Relations avails itself of this opportunity to renew to the Embassy of the United States of America the assurances of its highest consideration.

Tlatelolco, D.F., February 19, 1982

[Initialed]

Embassy of the United States of America,
Mexico, D.F.

[1] Should read "October 9 and November 3, 1981".

U.S. GOVERNMENT PRINTING OFFICE : 1983 O—24-409

10332

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10332

EDUCATION

Educational Commission and Financing of Exchange Programs

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DEPOSITORY 326

Agreement Between the
UNITED STATES OF AMERICA
and PERU

Amending the Agreement of
January 28, 1965

Effected by Exchange of Notes
Signed at Lima November 23, 1981
and January 19, 1982

S9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89–497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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PERU

Education: Educational Commission and Financing of Exchange Programs

Agreement amending the agreement of January 28, 1965.
Effected by exchange of notes
Signed at Lima November 23, 1981 and January 19, 1982;
Entered into force January 19, 1982.

The American Ambassador to the Peruvian Minister of Foreign Relations

EMBASSY OF THE
UNITED STATES OF AMERICA

No. 667 LIMA, *November 23, 1981*

EXCELLENCY:

I have the honor of referring to the Agreement between the Government of Peru and the Government of the United States of America for Financing Certain Educational Exchange Programs signed at Lima on January 28, 1965[1] and following instructions of the Government of the United States of America I propose to your Excellency to amend the Agreement in the following manner:

1. In all of the Articles where reference is made to the Secretary of State this term should be amended by that of the United States Information Agency since this entity has replaced the Department of State as responsible for the educational exchange program within the United States.
2. Substitute the first and second paragraphs of Article I of the Agreement with the following text:

   There shall be established a Commission to be known as the Commission for Educational Exchange between Peru and the United States (hereinafter designated "the Commission"), which shall be recognized by the Government of Peru and the Government of the United States of America as an organization created

[1] TIAS 5858; 16 UST 1149.

and established to facilitate the administration of an educational program to be financed by funds made available by the Government of the United States of America and other Peruvian and North American sources.

Except as provided in Article III hereof the Commission shall be exempt from the domestic and local laws of the United States of America as they relate to the use and expenditures of currencies and credits for currencies for the purposes set forth in the present agreement. In Peru the Commission will be recognized as an entity receiving tax-deductible donations. Upon termination of the Program, all property which is owned by the Commission on the date this amendment becomes effective shall be regarded in Peru as the property of the government of the United States. All funds and property acquired after the date of this amendment shall, in proportion to contributions made available by the Government of the United States of America and contributions made from other sources, respectively be considered as property of the U.S. government or will be given to a non-profit educational entity in Peru in accord with the regulations governing organizations which receive tax-deductible donations in Peru.

3. Substitute Article X with the following text:

Wherever, in the present Agreement, the term United States Information Agency is used, it will be understood to mean the United States Information Agency or any officer or employee of the Government of the United States of America designated by it to act in its behalf.

If the amendments proposed are acceptable to the Government of Peru, I am honored to suggest that this note and its reply constitute an agreement between the Government of the United States of America and the Republic of Peru, which enters into effect on the date of your reply.

I take advantage of this opportunity to reiterate to your Excellency my sentiments of high esteem.

FRANK ORTIZ

His Excellency
DOCTOR JAVIER ARIAS STELLA
Minister of Foreign Relations
Lima

The Peruvian Minister of Foreign Relations to the American Ambassador

RE-N°(CTF): 6-3/9

Lima, 19 de enero de 1982

Excelencia:

Tengo el honor de avisar recibo de la atenta Nota de Vuestra Excelencia N° 667, fechada el 23 de noviembre de 1981 y redactada en los siguientes términos:

" Tengo el honor de referirme al Acuerdo entre el Gobierno de la República Peruana y el Gobierno de los Estados Unidos de América para financiar ciertos Programas de Intercambio Educativo firmado en Lima el 28 de enero de 1965, y siguiendo instrucciones del Gobierno de los Estados Unidos de América tengo a bien proponer a vuestra Excelencia enmendar dicho Acuerdo de la siguiente forma:

1.- En todos los Artículos donde se hace referencia al Secretario de Estado se debe enmendar dicho término por el de Agencia de Información de los Estados Unidos por haber esta entidad reemplazado al Departamento de Estado como encargada del Programa de Intercambio Educativo dentro de los Estados Unidos.

2.- Sustituir el primero y segundo párrafo del Artículo I del Acuerdo con el siguiente texto:

"Se establecerá una Comisión que será denominada Comisión para Intercambio Educativo entre el Perú y los Estados Unidos (a la cual en adelante se le designará "la Comisión"), que será reconocida por el Gobierno del Perú y por el Gobierno de los Estados Unidos de América como una organización creada y establecida para facilitar la administración de un programa educativo que será financiado con fondos que el Gobierno de los Estados Unidos de América y otras fuentes peruanas y norteamericanas pongan a disposición de la Comisión".

"Con excepción de lo que se dispone en el Artículo III de este Acuerdo, la Comisión no estará sujeta a las leyes domésticas y locales de los Estados Unidos de América en lo que se relacionan

Al Excelentísimo Señor
Frank Ortiz,
Embajador Extraordinario y Plenipotenciario
de los Estados Unidos de América.

CIUDAD.-

al uso y desembolso de dinero y créditos para los fines expuestos en el presente Acuerdo. En el Perú la Comisión será reconocida como entidad receptora de donaciones deducibles. Al término del Programa, toda propiedad perteneciente a la Comisión a la fecha de entrada en vigencia de esta enmienda de Acuerdo, será considerada en el Perú como propiedad del Gobierno de los Estados Unidos. Todos los fondos y propiedades adquiridos por la Comisión después de la entrada en vigencia de esta enmienda, en la medida en que se hayan hecho contribuciones por el Gobierno de los Estados Unidos y contribuciones hechas por otras fuentes respectivamente, serán consideradas como propiedad del Gobierno de los Estados Unidos o serán entregadas a una entidad educativa sin fines de lucro en el Perú de acuerdo con las regulaciones que rijan en el Perú para las entidades receptoras de donaciones deducibles".

3.- Sustituir el Artículo X con el siguiente texto:

"Dondequiera que en el presente Acuerdo se use el término "Agencia de Información de los Estados Unidos", se entenderá que significa la Agencia de Información de los Estados Unidos o cualquier funcionario o empleado del Gobierno de los Estados Unidos designado por ésta para actuar en su nombre".

Si las enmiendas antes propuestas son aceptables para el Gobierno de la República del Perú, tengo el honor de sugerir que esta Nota y su respuesta en ese sentido constituyan un acuerdo entre el Gobierno de los Estados Unidos y la República del Perú, el cual entrará en vigencia en la fecha de su respuesta.

Aprovecho esta oportunidad para reiterar a vuestra Excelencia las seguridades de mi más alta consideración."

Asimismo, tengo el honor de manifestar a Vuestra Excelencia la conformidad del Gobierno de la República del Perú con lo que antecede; y confirmar que la Nota de Vuestra Excelencia y la presente constituyen un Acuerdo entre los dos Gobiernos que entrará en vigencia en la fecha.

Me valgo de la ocasión para renovar a Vuestra Excelencia las seguridades de mi más alta y distinguida consideración.

TRANSLATION

No. (CTF) 6-3/9

Lima, January 19, 1982

Excellency:

I have the honor to acknowledge receipt of Your Excellency's note No. 667, dated November 23, 1981, which reads as follows:

[For the English language text, see pp. 1-2.]

Accordingly, I have the honor to inform Your Excellency that the Government of the Republic of Peru is in agreement with the foregoing and to confirm that Your Excellency's note and this reply shall constitute an agreement between the two governments that shall enter into effect upon this date.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest consideration.

Javier Arais Stella

His Excellency
Frank Ortiz,
Ambassador Extraordinary and Plenipotentiary
of the United States of America,
Lima.

U.S. GOVERNMENT PRINTING OFFICE : 1983 O—24-500

10333

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10333

TRADE IN TEXTILES

Agreement Between the
UNITED STATES OF AMERICA
and PAKISTAN

Amending the Agreement of
January 4 and 9, 1978, as Amended

Effected by Exchange of Letters
Signed at Washington December 30, 1981
and January 6, 1982

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S9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89–497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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PAKISTAN

Trade in Textiles

Agreement amending the agreement of January 4 and 9, 1978, as amended.
Effected by exchange of letters
Signed at Washington December 30, 1981 and January 6, 1982;
Entered into force January 6, 1982.

The Deputy Assistant Secretary of State for Trade and Commercial Affairs to the Pakistani Economic Minister

DEPARTMENT OF STATE
WASHINGTON, D.C. 20520

DECEMBER 30, 1981

Mr. IHSANUL HAQ
Economic Minister
Embassy of Pakistan
2315 Massachusetts Avenue, N.W.
Washington, D.C. 20008

DEAR MR. HAQ:

I am writing to you with regard to paragraph 13 of the Agreement between the United States and Pakistan relating to Trade in Cotton Textiles and Textile Products, with annexes, effected by exchange of notes January 4 and January 9, 1978, as amended,[1] ("the Agreement"), and to recent consultations held between representatives of our two Governments concerning exports from Pakistan to the United States of products classified in textile category 339.

On behalf of my Government, I would like to propose that the adjusted specific limit for category 339 (part) for the fourth Agreement period (January 1, 1981–June 30, 1982) be increased by 50,000 dozen to a level of 374,270 dozen. The overall limit for category 339 would remain unchanged.

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[1] TIAS 9050, 9061, 9804; 29 UST 4096; 31 UST 5124; 32 UST.

If this proposal is acceptable to your Government, this letter and your letter of confirmation on behalf of your Government shall constitute an amendment to the Agreement.

Sincerely,

HARRY KOPP

Harry Kopp
Deputy Assistant Secretary
Trade and Commercial Affairs
Bureau of Economic and
Business Affairs

The Pakistani Economic Minister to the Deputy Assistant Secretary of State for Trade and Commercial Affairs

بسم الله الرحمن الرحيم

From: Mr. Ihsanul Haq
Economic Minister &
Financial Adviser

EMBASSY OF PAKISTAN
2315 MASSACHUSETTS AVENUE N.W.
WASHINGTON D.C. 20008

No.12(14)-ED/81.

January 6, 1982

Dear Mr. Kopp,

I am desired to invite a reference to your letter of December 30, 1981 in which you have made the following proposal relating to the Textile Category 339:-

"On behalf of my Government, I would like to propose that the adjusted specific limit for category 339(part) for the fourth Agreement period (January 1, 1981 - June 30, 1982) be increased by 50,000 dozen to a level of 374,270 dozen. The overall limit for category 339 remain unchanged"

2. I am desired to inform you that the above proposal made by the United States Government is acceptable to the Government of Pakistan.

Yours sincerely,

(Ihsanul Haq)

Mr. Harry Kopp,
Deputy Assistant Secretary
Trade & Commercial Affairs
Bureau of Economic and Business Affairs
Department of State
Washington D.C. 20520

U.S. GOVERNMENT PRINTING OFFICE : 1983 O—24-501

10334

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10334

DEFENSE

International Military Education and Training (IMET)

Agreement Between the
UNITED STATES OF AMERICA
and BELIZE

Effected by Exchange of Notes
Dated at Belize and Belmopan
December 8, 1981 and January 15, 1982

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S9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89-497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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BELIZE

Defense: International Military Education and Training (IMET)

Agreement effected by exchange of notes
Dated at Belize and Belmopan December 8, 1981 and January 15, 1982;
Entered into force January 15, 1982.

The American Embassy to the Belizean Ministry of Foreign Affairs

No. 2

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of the Government of Belize and has the honor to refer to certain requirements of United States law concerning the provision of training related to defense articles under the United States International Military Education and Training (IMET) Program.

The provisions of United States law in question prohibit the furnishing of IMET training related to defense articles unless the recipient country shall have first agreed to observe certain conditions with respect to such training. These conditions are:

1. That the recipient government will not, without the consent of the United States Government
   A. Permit any use of such training (including training materials) by anyone not an officer, employee, or agent of the recipient government;
   B. Transfer or permit any officer, employee, or agent of the recipient government to transfer such training (including training materials) by gift, sale, or otherwise to anyone not an officer, employee, or agent of the recipient government; or
   C. Use or permit the use of such training (including training materials) for purposes other than those for which furnished by the United States Government.
2. That the recipient country will maintain the security of such training (including training materials) and will provide substantially the same degree of security protection afforded to such training and materials by the United States Government.

3. That the recipient country will permit continuous observation and review by, and furnish necessary information to, representatives of the United States Government with regard to the use of such training (including materials) and that the recipient country will return to the United States Government such training (including training materials) as is no longer needed for the purposes for which furnished, unless the United States Government consents to some other disposition.

Inasmuch as the IMET program with the Government of Belize may include training related to defense articles with respect to which the agreement of the Government of Belize to observe the foregoing conditions is required, the Embassy of the United States of America has the honor to propose that this note, together with the note in reply of the Ministry of Foreign Affairs stating that such conditions are acceptable to the Government of Belize, shall constitute an agreement between the two governments on this subject, to be effective from the date of the Ministry's note in reply.

The Embassy of the United States of America wishes to express in the Ministry of Foreign Affairs of the Government of Belize renewed assurances of its highest consideration.

Embassy of the United States of America
Belize City, December 8, 1981

The Belizean Ministry of Foreign Affairs to the American Embassy

Office Of The Prime Minister
Belmopan
Cayo District Belize
Central America

15 January 1982

His Excellency Mr. Malcolm Barnebey
Charge d' Affaires
Embassy of the United States of America
Belize City

Dear Excellency,

The Ministry of Foreign Affairs of Belize presents its compliments to the Embassy of the United States of America and has the honour to refer to its Note No. 2 of 8 December 1981 and its own Note No. 1 of 11 December 1981. [1]

The Ministry of Foreign Affairs acknowledges the terms of the letter dated 8 January 1982 to the Deputy Prime Minister of Belize explaining the conditions outlined in your Note No. 1 [2] and now advises the Embassy of the United States of America of the Government of Belize's acceptance of the terms for the provision of training related to defence articles under the United States International Military Training (IMET) programmes.

This exchange of Notes constitutes an agreement between the two Governments on this subject effective from the date of this Note.

The Ministry of Foreign Affairs avails itself of this opportunity to renew to the Embassy of the United States of America Belize's assurances of its highest considerations.

Sincerely,

George Price

(GEORGE PRICE)
Prime Minister

cc: P.S., M/Defence & Home Affairs

[1] Not printed.

[2] Should read "Note No. 2".

U.S. GOVERNMENT PRINTING OFFICE : 1983 O-24-502

10335

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10335

AVIATION

Airworthiness Certifications

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Agreement Between the
UNITED STATES OF AMERICA
and DENMARK

Effected by Exchange of Notes
Signed at Washington January 6, 1982

S9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89–497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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DENMARK

Aviation: Airworthiness Certifications

Agreement effected by exchange of notes
Signed at Washington January 6, 1982;
Entered into force January 6, 1982.

The Secretary of State to the Danish Ambassador

6 JAN 1982

Excellency:

I have the honor to refer to conversations which have recently taken place between the representatives of our two Governments relating to the reciprocal acceptance of airworthiness certifications, in the course of which discussions were held regarding appropriate actions necessary to work towards common safety objectives and to establish standards which will be as similar as practicable. It is my understanding that the two Governments have reached an agreement as set out below. It is also my understanding that this agreement does not relate to noise abatement or anti-pollution requirements.

1. This Agreement applies to civil aeronautical products (hereinafter referred to as "products") and certain components referred to in paragraph 3 of this Agreement when such products or components are produced in one Contracting State (hereinafter referred to as the "exporting State") and exported to the other Contracting State (hereinafter referred to as the "importing State"), and to products produced in another State with which both Contracting States have agreements similar in scope for reciprocal acceptance of airworthiness certifications.

2a. If the competent aeronautical authorities of the exporting State certify that a product produced in that State complies either with its applicable laws, regulations and requirements as well as any additional requirements which

His Excellency

Otto R. Borch,

Ambassador of Denmark.

may have been prescribed by the importing State under paragraph 4 of this Agreement, or with applicable laws, regulations and requirements of the importing State, as notified by the importing State as being applicable in the particular case, the importing State shall give the same validity to the certification as if the certification had been made by its own competent aeronautical authorities in accordance with its own applicable laws, regulations and requirements.

b. In the case of a product produced in another State with which both Contracting States have agreements similar in scope for reciprocal acceptance of airworthiness certifications, if the competent aeronautical authorities of the State exporting the product provide a certification that the product conforms to the design covered by the certificate or approval issued by the importing State and certify that the product is in a proper state of airworthiness, the importing State shall give the same validity to such certification as if the certification had been made by its own competent aeronautical authorities in accordance with its applicable laws, regulations and requirements.

3. In the case of components which are produced in the exporting State for export and use on products which are or may be certified or approved in the importing State, if the competent aeronautical authorities of the exporting State certify that the component conforms to the applicable design data and meets the applicable test and quality control requirements which have been notified by the importing State to the exporting State, the importing State shall give the same validity to the certification as if the certification had been made by its own competent aeronautical authorities. This provision shall only apply to those components which

are produced by a manufacturer in the exporting State pursuant to an agreement between that manufacturer and the product manufacturer in the importing State. Furthermore, it shall only apply in those instances where, in the judgment of the importing State, the component is of such complexity that determination of conformity and quality control cannot readily be made at the time that the component is assembled with the product.

4. The competent aeronautical authorities of the importing State shall have the right to make acceptance of any certification by the competent aeronautical authorities of the exporting State dependent upon the product meeting any additional requirements which the importing State finds necessary to ensure that the product meets a level of safety equivalent to that provided by its applicable laws, regulations and requirements which would be effective for a similar product produced in the importing State. The competent aeronautical authorities of the importing State shall promptly advise the competent aeronautical authorities of the exporting State of any such additional requirements.

5. The competent aeronautical authorities of each Contracting State shall keep the competent aeronautical authorities of the other Contracting State fully informed of all mandatory airworthiness modifications and special inspections which they determine are necessary in respect of imported or exported products to which this Agreement applies.

6. The competent aeronautical authorities of the exporting State shall, in respect of products produced in that State, assist the competent aeronautical authorities of the importing State in determining whether major design changes and major repairs made under the control of the

competent aeronautical authorities of the importing State comply with the laws, regulations and requirements under which the product was originally certificated or approved. They shall also assist in analyzing those major incidents occurring on products to which this Agreement applies and which are such as would raise technical questions regarding the airworthiness of such products.

7. The competent aeronautical authorities of each Contracting State shall keep the competent aeronautical authorities of the other Contracting State currently informed of all relevant laws, regulations and requirements in their State.

8. In the case of conflicting interpretations of the laws, regulations or requirements pertaining to certifications or approvals under this Agreement, the interpretation of the competent aeronautical authorities of the Contracting State whose law, regulation or requirement is being interpreted shall prevail.

9. For the purposes of this Agreement:

(a) "Products" means aircraft, engines, propellers and appliances;

(b) "Aircraft" means civil aircraft of all categories, whether used in public transportation or for other purposes, and includes replacement and modification parts therefor;

(c) "Engines" means engines intended for use in aircraft as defined in (b) and includes replacement and modification parts therefor;

(d) "Propellers" means propellers intended for use in aircraft as defined in (b) and includes replacement and modification parts therefor;

(e) "Appliance" means any instrument, equipment, mechanism, apparatus or accessory used or intended to be used in operating an aircraft in flight, which is installed in, intended to be installed in, or attached to the aircraft as defined in (b), but is not part of an airframe, engine or propeller, and includes replacement and modification parts therefor;

(f) "Component" means a material, part, or sub-assembly not covered in (b), (c), (d) or (e) for use on civil aircraft, engines, propellers or appliances;

(g) "Produced in one Contracting State" means that the product or component as a whole is fabricated in the exporting State, even though portions thereof may have been fabricated in another State; and

(h) "Applicable laws, regulations and requirements" means:

(i) those airworthiness laws, regulations and requirements which are effective on the date the manufacturer applies for certification of the product in the importing State,

or,

(ii) for products currently in production, those airworthiness requirements effective on the date of the latest amendment of the airworthiness requirements which were required to be used for the certification of the product in the exporting State or those airworthiness requirements of the importing State applicable to a similar product certificated to airworthiness requirements of the same date,

or,

(iii) for products no longer in production, such airworthiness requirements as the competent aeronautical authorities of the importing State find acceptable in the particular case.

10. The competent aeronautical authorities of each Contracting State shall make such mutual arrangements in respect of procedures as they deem necessary to implement this Agreement, and to ensure that redundant certification, testing and analysis are avoided.

11. Each Contracting State shall keep the other Contracting State advised as to the identity of its competent aeronautical authorities.

12. Either Contracting State may terminate this Agreement at the expiration of not less than 60 days after giving written notice of that intention to the other State.

13. This Agreement shall terminate and replace the Agreement between our two Governments for the reciprocal validation of certificates of airworthiness, effected by Exchange of Notes at Copenhagen on December 15, 1954.[1]

Upon the receipt of a note from Your Excellency indicating that the foregoing provisions are acceptable to the Government of Denmark, the Government of the United States of America will consider that the present note and your reply thereto constitute an agreement between our two Governments on this subject which will enter into force on the date of your reply.

Accept, Excellency, the renewed assurances of my highest consideration.

For the Secretary of State:

James Ferrer, Jr.[2]

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[1] TIAS 3158; 5 UST 2995.
[2] James Ferrer, Jr.

The Danish Ambassador to the Secretary of State

Ref. No. 93.D.5.

DANISH EMBASSY
WASHINGTON, D. C.

Washington, D.C., January 6, 1982

Sir:

I have the honor to acknowledge receipt of your note of January 6, 1982 concerning an agreement between the Government of Denmark and the Government of the United States of America for the reciprocal acceptance of airworthiness certifications for imported aircraft, which reads as follows:

[For the text of the U.S. note, see pp. 2-7.]

In reply I have the honor to state that the provisions set forth in your note are acceptable and that the Government of Denmark concurs in the proposal that your note and this reply constitute an agreement between our two Governments on this subject, the agreement to come into force on the date of this note.

Please accept, Sir, the assurances of my highest consideration.

Otto Borch
Ambassador of Denmark

The Honorable
Alexander M. Haig, Jr.
Secretary of State of the United States of America,
Washington, D.C.

U.S. GOVERNMENT PRINTING OFFICE : 1985 O—33-578

36

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10336

NARCOTIC DRUGS

Additional Cooperative Arrangements to Curb Illegal Traffic

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Agreement Between the
UNITED STATES OF AMERICA
and MEXICO

Amending the Agreement of
June 2, 1977, as Amended and Extended

Effected by Exchange of Letters
Signed at Mexico January 6 and 8, 1982

10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89–497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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MEXICO

Narcotic Drugs: Additional Cooperative Arrangements to Curb Illegal Traffic

Agreement amending the agreement of June 2, 1977, as amended and extended.
Effected by exchange of letters
Signed at Mexico January 6 and 8, 1982;
Entered into force January 8, 1982.

The American Ambassador to the Mexican Attorney General

EMBASSY OF THE
UNITED STATES OF AMERICA
MEXICO

OFFICE OF THE AMBASSADOR

January 6, 1982

His Excellency
Lic. Oscar Flores
Attorney General of the Republic
E.C. Lazaro Cardenas No. 9
Mexico I, D.F.

Dear Mr. Attorney General:

In confirmation of recent conversations between officials of our two governments relating to the cooperation between Mexico and the United States to curb the illegal traffic in narcotics, I am pleased to advise you that the Government of the United States, represented by the Embassy of the United States of America, is willing to enter into additional cooperative arrangements with the Government of Mexico, represented by the Office of the Attorney General, and increase by U.S. $1,000,000 the funding provided under the agreement effected by our exchange of letters dated June 2, 1977, as amended twelve times thereafter.[1] This increase in funding of the Aviation Maintenance Project No. 312801-0103 is from the U.S. Fiscal Year 1982. It is further understood that the purpose of these funds is for opium poppy eradication and narcotics interdiction.

The Government of the United States, therefore, agrees to delete the phrase, "Twenty-seven million, five hundred and ninety-six thousand, two hundred and thirty-five dollars (U.S. $27,596,235)," in the second paragraph of our letter dated June 2, 1977, as previously amended, and substitute therefor the phrase "Twenty-eight million, five hundred and ninety-six thousand, two hundred and thirty-five dollars (U.S. $28,596,235)."

It is understood that the provisions of all previous agreements between the Government of the United States and the Government of Mexico in relation to the cooperative narcotics control effort of our two governments, except as herein expressly modified, remain in full force and effect and applicable to this agreement.

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[1] TIAS 8952, 9251, 9637, 9695, 9749, 9933, 9963, 10249, 10285, 10310; 29 UST 2483; 30 UST 1285; 31 UST 4760, 5913; 32 UST 992; 33 UST.

If the foregoing is acceptable to the Government of Mexico, this letter and your reply shall constitute an agreement between our two governments.

I take this opportunity to reiterate to you the assurance of my highest consideration and personal esteem.

John Gavin

The Mexican Attorney General to the American Ambassador

FORMA C G - 1 A

PROCURADURIA GENERAL
DE LA
REPUBLICA

JAN 1 2 1982

México, D.F., enero 8 de 1982 .

EXCELENTISIMO SEÑOR
JOHN GAVIN,
EMBAJADOR EXTRAORDINARIO Y
PLENIPOTENCIARIO DE LOS ESTADOS
UNIDOS DE AMERICA,
Presente.

Me es grato dar respuesta a su atenta comunicación fechada el 6 de los corrientes, cuyo texto traducido al español es el siguiente :

"Confirmando recientes conversaciones entre funcionarios de - nuestros dos gobiernos, relativas a la cooperación entre México y los Estados Unidos para frenar el tráfico ilegal de estupefacientes, me complace comunicarle que el Gobierno de los Estados Unidos, representado por la Embajada de los Estados Unidos de América, está dispuesto a entrar en arreglos cooperativos adicionales con el Gobierno de México, representado por la Procuraduría General de la República, y aumentar por U.S. $1,000,000 los fondos proporcionados de nuestra carta fechada 2 de junio de 1977, a su vez enmendada en doce ocasiones posteriormente. Este incremento de fondos para el Proyecto Mantenimiento de Aviación, número 312801-0103, proviene de fondos del año fiscal (U. S.) 1982. Además, se tiene por entendido que el propósito de estos fondos - es para la destrucción de amapola de opio y la interceptación de - estupefacientes .

El Gobierno de los Estados Unidos, por lo tanto, está de acuerdo en suprimir la frase, "Veintisiete Millones, Quinientos Noventa y Seis Mil, Doscientos Treinta y Cinco Dólares (U.S. 27,596,235), en el segundo párrafo de nuestra carta de fecha de 2 de junio de 1977, como previamente enmendada, y substituir la frase, "Veintiocho Millones, Quinientos Noventa y Seis Mil, Doscientos Treinta y Cinco Dólares (U.S. $28,596,235). "

Se tiene por entendido que las disposiciones de todos los convenios previos entre el Gobierno de los Estados Unidos y el Gobierno de México, en relación con los esfuerzos de los dos gobiernos para el control de estupefacientes, excepto como expresamente se modifica aquí, permanecen en pleno vigor y efecto y serán aplicables en este acuerdo.

Si lo antedicho es aceptable al Gobierno de México, esta carta y su contestación constituirán un convenio entre nuestros dos gobiernos.

Aprovecho esta oportunidad para reiterar a usted las seguridades de mi más alta consideración y estima personal."

Deseo expresar a usted que el Gobierno de México está de acuerdo en los términos de la nota transcrita.

Aprovecho la ocasión para externar a su Excelencia la seguridad de mi más elevada consideración.

SUFRAGIO EFECTIVO. NO REELECCION
EL PROCURADOR GENERAL DE LA REPUBLICA

LIC. OSCAR FLORES.

T.G.N.

TRANSLATION

United Mexican States
Office of the Attorney General of the Republic

Mexico, D.F., January 8, 1982

His Excellency
John Gavin
Ambassador Extraordinary and Plenipotentiary
of the United States of America
Mexico, D.F.

Mr. Ambassador:

I am pleased to reply to your letter of January 6, 1982, which, translated into Spanish, reads as follows:

[For the English language text, see pp. 2-3.]

I wish to inform you that the Government of Mexico concurs in the terms of the transcribed letter.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest consideration.

Oscar Flores

Oscar Flores
Attorney General of the Republic

U.S. GOVERNMENT PRINTING OFFICE 1985 O—33-579

10337

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10337

TRADE

Hides and Leather Products

Agreement Between the
UNITED STATES OF AMERICA
and BRAZIL

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Effected by Exchange of Letters
Signed at Brasilia
January 14 and 22, 1982

S 9. 10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89–497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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BRAZIL

Trade: Hides and Leather Products

Agreement effected by exchange of letters
Signed at Brasilia January 14 and 22, 1982;
Entered into force February 1, 1982.

The American Ambassador to the Brazilian Secretary General, Ministry of Finance

EMBASSY OF THE
UNITED STATES OF AMERICA

Brasilia, Brazil

January 14, 1982

Mr. Carlos Viacava
Secretary General
Ministry of Finance
Brasilia, DF

Dear Mr. Secretary General:

I am pleased to notify you of my Government's formal approval of the Hide Agreement between the United States and Brazil which was initialed on November 6, 1981, in Rio de Janeiro, Brazil. This takes the place of the Hide Agreement which expired on October 1, 1981.[1] The text of the new agreement follows: Quote:

Agreement Between the Governments of the United States of America and Brazil on Salted Cattle Hides, Leather and Manufactured Leather Products

---

In the interest of promoting the stability of the world market in cattled hides, leather and manufactured leather products, the delegations of Brazil and the United States arrived at the agreement described below:

This agreement is subject to formal approval of the respective Governments through the exchange of letters advising one another of their acceptance of the agreement. The agreement reads as follows:

1. The present agreement will enter into force no later than February 1, 1982, and will expire, unless extended by both Governments, on June 30, 1984. Discussions will resume prior to June 30, 1984.

2. While this agreement is in force, Brazil will apply a reduction of 50 percent in the 18 percent

---

[1] Signed Aug. 13, 1980. TIAS 9926; 32 UST.

F.O.B. export tax established by Resolution No. 636, of August 27, 1980, of the Central Bank of Brazil in the following manner:

February 1, 1982	14%
Prior to December 31, 1982	9%

3. The Government of Brazil expresses its belief that the liberalization of its exports of salted cattle hides should not disrupt the adequate domestic supply to the Brazilian leather industry.

4. The United States Government recognizes the importance of Brazil's steps towards liberalizing its exports of salted cattle hides and the need for Brazil to increase its exports of manufactured leather products. The United States Government also notes its own need to increase its exports of manufactured leather products.

5. The Government of Brazil states that the measure mentioned in paragraph 2 above is conditional to the United States not imposing additional restrictions on imports of manufactured leather products from Brazil during that period.

6. The Government of the United States takes note of the Brazilian decision with respect to the liberalization of exports of salted cattle hides and will avoid, within its existing legal authority, the imposition of any such additional restrictions, in the interest of preserving the present agreement.

7. Either Government will give prompt consideration to a request for consultations concerning the operation or effect of this agreement and such consultations will be held as soon as possible but no later than 15 (fifteen) days after such a request has been made.

8. This agreement is subject to termination, in whole or in part, upon notice. Unquote.

/s/ JOSE ARTUR DENOT MEDEIROS
for the Brazilian Delegation
/s/ H. JON ROSENBAUM
for the United States Delegation

Date: November 6, 1981.

This letter and your response will constitute formal approval of this agreement by the United States of America and Brazil.

Sincerely,

Langhorne A. Motley
Ambassador

The Brazilian Secretary General, Ministry of Finance, to the American Ambassador

SERVIÇO PÚBLICO FEDERAL

CT/CI/Nº 203/82 Em, 22 de janeiro de 1982

A Sua Excelência o Senhor
Langhorne A. Motley
Embaixador dos Estados Unidos da América

Senhor Embaixador,

Tenho a honra a acusar o recebimento de sua carta de 14 de janeiro de 1982, cuja tradução oficial é a seguinte:

"Prezado Senhor Secretário-Geral:

Apraz-me informá-lo de que meu Governo aprovou formalmente o Acordo sobre Couros entre os Estados Unidos da América e a República Federativa do Brasil, rubricado a 6 de novembro de 1981, no Rio de Janeiro, Brasil. O presente Acordo substitui o Acordo sobre Couros expirado em 19 de outubro de 1981. O texto do novo Acordo é o seguinte:

"Acordo entre os Governos dos Estados Unidos da América e do Brasil sobre Couros Bovinos Salgados, Peles e Produtos Manufaturados de Couro.

No interesse de promover a estabilidade do mercado mundial de couros bovinos, peles e produtos manufaturados de couro, as Delegações do Brasil e dos Estados Unidos da América acordaram o projeto de acordo abaixo transcrito:

O presente acordo está sujeito à aprovação formal dos respectivos Governos, através de troca de cartas, pelas quais um Governo informará o outro de concordância quan

to ao mesmo.

1. O presente acordo entrará em vigor até o dia 01 de fevereiro de 1982 e expirará, salvo se for prorrogado por ambos os Governos, no dia 30 de junho de 1984. As discussões sobre a matéria serão retomadas antes do dia 30 de junho de 1984.

2. Enquanto vigorar o presente acordo, o Brasil aplicará uma redução de 50% no imposto de exportação de 18% FOB, estabelecido pela Resolução nº 636, de 27 de agosto de 1980, do Banco Central do Brasil, da seguinte maneira:

a) - em 01 de fevereiro de 1982: 14%; e

b) antes de 31 de dezembro de 1982: 9%.

3. O Governo do Brasil expressa sua opinião de que a liberalização de suas exportações de couros bovinos salgados não pertubará o suprimento interno adequado para a indústria coureira do Brasil.

4. O Governo dos Estados Unidos da América reconhece a importância das medidas adotadas pelo Brasil, no sentido de liberalizar suas exportações de couros bovinos salgados, bem como a necessidade de o Brasil aumentar suas exportações de produtos manufaturados de couro. O Governo dos Estados Unidos da América observa, também, que necessita aumentar suas próprias exportações de produtos manufaturados de couro.

5. O Governo do Brasil declara que a medida a que se refere o artigo 2º, acima, está condicionada à não imposição, pelos Estados Unidos da América, de restrições adicionais às importações de produtos manufaturados de couro provenientes do Brasil, durante aquele período.

6. O Governo dos Estados Unidos da América toma nota da decisão brasileira com respeito à liberalização de exportações de couros bovinos e evitará, sujeito aos requisitos legais existentes, a imposição de quaisquer restrições adicionais acima referidas, no interesse da preservação do presente Acordo.

7. Ambos os Governos considerarão prontamente os pedidos de consulta referentes à execução ou efeitos do presente acordo; tais consultas realizar-se-ão logo que possível e, em qualquer caso, até 15 (quinze) dias após a apresentação do pedido formulado.

8. O presente acordo está sujeito a denúncia, no todo ou em parte, mediante notificação.

a) JOSÉ ARTHUR DENOT MEDEIROS
pela Delegação brasileira

b) H. JON ROSENBAUM
pela Delegação norte-americana

Data: 06 de novembro de 1981.

Esta carta e sua resposta constituirão a aprovação formal do presente Acordo pelos Governos dos Estados Unidos da América e da República Federativa do Brasil."

Em resposta, expresso a concordância de meu Governo quanto aos termos do acordo acima transcrito, que passará a vigorar em 1º de fevereiro de 1982.

Aproveito a oportunidade para renovar os protestos da mais alta consideração, com que me subscrevo,

de Vossa Excelência,

Carlos Viacava
Secretário - Geral do
Ministério da Fazenda

TRANSLATION

January 22, 1982

CT/CI/No. 203/82

Mr. Ambassador:

I have the honor to acknowledge receipt of your letter of January 14, 1982, the official translation of which reads as follows:

[For the English language text, see pp. 2-4.]

In reply, I express the acceptance of my government of the terms of the agreement transcribed above, which shall enter into force on February 1, 1982.

I avail myself of this opportunity to renew the assurances of my highest consideration.

Carlos Viacava

Carlos Viacava
Secretary General
of the Ministry of Finance

His Excellency
Langhorne A. Motley,
Ambassador of the
United States of America.

U.S. GOVERNMENT PRINTING OFFICE : 1985 O—33-580

10338

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10338

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ATOMIC ENERGY

Nuclear Material Safeguards Research and Development

Agreement Between the
UNITED STATES OF AMERICA
and the EUROPEAN ATOMIC ENERGY
COMMUNITY

Signed at Brussels January 28, 1982

S 9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89–497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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EUROPEAN ATOMIC ENERGY COMMUNITY

Atomic Energy: Nuclear Material Safeguards Research and Development

Agreement signed at Brussels January 28, 1982;
Entered into force January 28, 1982.

Agreement between the
UNITED STATES DEPARTMENT OF ENERGY
and the
EUROPEAN ATOMIC ENERGY COMMUNITY
Represented by the
COMMISSION OF THE EUROPEAN COMMUNITIES
in the field of
NUCLEAR MATERIAL SAFEGUARDS RESEARCH AND DEVELOPMENT

The United States Department of Energy (DOE) and the European Atomic Energy Community (EURATOM) represented by the Commission of the European Communities (CEC), hereinafter called the Parties ; sharing a desire to cooperate with each other on research, development, testing and evaluation in order to improve safeguards on nuclear material, including nuclear material accounting and control measures ; hereby agree as follows :

Article I

The areas of cooperation in nuclear material safeguards research and development may include :

1. Development, exchange and testing of destructive and non-destructive assay methods and instrumentation ; exchanges of information on performance.
2. Preparation and certification of reference materials for destructive and non-destructive assay of fissile materials and refinement of reference techniques for chemical analyses.
3. Development, exchange and testing of containment and surveillance methods and equipment ; exchanges of information on performance.
4. Test of mathematical methods for nuclear materials accounting data evaluation.
5. Exchanges of information, equipment and staff.

Other areas of cooperation may be added by mutual agreement.

Article II

1. Joint research and development projects, and specific tasks to be undertaken in the areas of cooperation stated in Article I shall be set forth in written annexes to this Agreement as mutually agreed on a case-by- se basis.

2. Each Party may loan equipment to the other Party, for such purposes under this Agreement as may be mutually agreeable to the Parties.

3. Information may be exchanged between the Parties in the form of technical reports, correspondence, by joint meetings of experts, visits, or in any other form as may be mutually agreeable to the Parties.

4. Staff may be exchanged, subject to the provisions of Article VI of this Agreement, as may be mutually agreeable to the Parties.

Article III

1. To supervise the execution of this Agreement, the Parties shall each name one individual to act as Coordinator. The Coordinators shall meet to evaluate the status of cooperation under this Agreement at specific times and places to be mutually agreed upon, with the meetings held alternately in the European Communities and in the United States. These evaluations shall include : comprehensive review of each Party's nuclear material safeguards research and development program, status, and plans ; assessment of the balance of exchanges under this Agreement ; and consideration of measures to ensure a balanced exchange in the design of cooperation under this Agreement.

2. Day-to-day management of the cooperation under this Agreement shall be carried out by Managers designated by the Coordinators. The Managers shall agree on specific cooperative activities in their respective areas in accordance with Articles I and II of this Agreement and within policy guidelines set by the Coordinators. The Managers shall be responsible for the working contacts between the Parties in their respective areas of cooperation.

Article IV

1. General

A. Each Party may make available to the other information in specified areas of the field of nuclear material safeguards which they have the right to disclose, either in their possession or available to them.

B. Both Parties agree that information exchanged under this Agreement may be given wide distribution, subject to the need to protect proprietary information exchanged hereunder as provided in this Article and the need to protect patent rights as provided in Article VI.

2. Use of Proprietary Information

A. Definitions

(i) The term "information" means scientific or technical data, results or methods of research and development, and any other information intended to be provided or exchanged under this Agreement.

(ii) The term "proprietary information" means information which contains trade secrets or commercial or financial information which is privileged or confidential, and may only include such information which :

a) has been held in confidence by the owner ;

b) is of a type which is customarily held in confidence by its owner ;

c) has not been transmitted by the transmitting Party to other entities (including the receiving Party) except on the basis that it be held in confidence; and

d) is not otherwise available to the receiving Party from another source without restriction on its further dissemination.

B. Procedures

(i) A Party receiving information pursuant to this Agreement shall respect the privileged nature thereof. Any document which contains proprietary information shall be clearly marked with the following (or substantially similar) restrictive legend :

"This document contains proprietary information furnished in confidence under an Agreement dated _____ between the United States Department of Energy and the European Atomic Energy Community, and shall not be disseminated outside these organizations, their contractors, and the concerned departments and agencies of the Governments of the United States and of the Member States of the European Atomic Energy Agency community, without the prior approval of _____. This notice shall be marked on any reproduction hereof, in whole or in part. These limitations shall automatically terminate when this information is disclosed by the owner without restriction."

(ii) Proprietary information received in confidence under this Agreement may be disseminated by the receiving Party to :

a) persons within or employed by the receiving Party and concerned departments and agencies of the receiving Party that are engaged in safeguards work relating to the subject matter of the proprietary information ;

b) prime or subcontractors of the receiving Party located within the geographic limits of the receiving Party for use only within the framework of their contracts with the receiving Party in work relating to the subject matter of the proprietary information ; provided that any proprietary information so disseminated shall be disseminated pursuant to an agreement of confidentiality and shall be marked with a restrictive legend substantially identical to that appearing in subparagraph 2 B(i) above. Equipment or materials loaned under this Agreement may embody some proprietary information discernible by a knowledgeable person and such loans shall be treated as dissemination of proprietary information provided that prior written notification of this fact is made to the receiving Party.

(iii) With the prior written consent of the Party providing proprietary information under this Agreement, the receiving Party may disseminate such proprietary information more widely than otherwise permitted in the foregoing section ii. The Parties shall cooperate with each other in developing procedures for requesting and obtaining prior written consent for such wider dissemination, and each Party shall grant such approval to the extent permitted by its own policies, regulations and laws as the case may be.

C. Each Party shall exercise its best efforts to ensure that proprietary information received by it under this Agreement is controlled as provided herein. If one of the Parties becomes aware that it will be, or may reasonably be expected to become, unable to meet the non-dissemination provisions of this paragraph, it shall immediately inform the other Party. The Parties shall thereafter consult to define an appropriate course of action.

D. Information arising from seminars and other meetings arranged under this Agreement and information arising from the attachment of staff, use of facilities and joint projects shall be treated by the Parties according to the principles specified in this article ; provided however that no information orally communicated shall be subject to the limited disclosure requirements of this Agreement unless the individual communicating the information places the recipient on notice as to the proprietary character of the information communicated and forthwith confirms the notice in writing.

E. Nothing contained in this Agreement shall preclude the use or dissemination of information received by a Party through arrangements other than those provided for under this Agreement.

Article V

Information transmitted by one Party to the other Party under this Agreement shall be accurate to the best knowledge and belief of the Transmitting Party, but the Transmitting Party does not warrant the suitability of the information transmitted for any particular use or application by the Receiving Party or by any third Party. Information developed jointly by the Parties shall be accurate to the best knowledge and belief of both Parties. Neither Party warrants the accuracy of the jointly developed information or its suitability for any particular use or application by either Party or by any third Party.

Article VI

1. With respect to any invention or discovery made or conceived in the course of or under this Agreement :

A. If made or conceived by personnel of one Party (the Assigning Party or its contractors) while assigned to another Party (Recipient Party or its contractors) in connection with exchanges of scientists, engineers and other specialists, the Recipient Party will acquire all rights, title and interest in and to any such invention or discovery in all countries, subject to a non-exclusive, irrevocable, royalty-free license in all such countries to the Assigning Party, with the right of the Assigning Party to grant sublicenses under such invention or discovery and any patent application, patent or other protection relating thereto.

B. If made or conceived by a Party or its contractors as a direct result of employing information which has been communicated to it under this Agreement by another Party or its contractors or communicated during seminars or other joint meetings, the Party making the invention will acquire all rights, title and interest in and to such inventions or discovery in all countries, subject to a grant

to the other Party, of a royalty-free, non-exclusive, irrevocable license, with the right of the other Party to grant sublicenses in and to any such invention or discovery and any patent or other protection relating thereto, in all countries.

C. With regard to exchange of samples, materials, instruments and components for joint testing, the Recipient Party and the Assigning Party will have the same rights as set forth in paragraph 1A.

D. With regard to specific forms of cooperation other than the forms provided for in subparagraphs A, B and C above, the Parties will provide for appropriate distribution of rights to inventions or discoveries resulting from such cooperation in another Agreement or in an annex to this Agreement in accordance with paragraph 1 of Article II of this Agreement.

2. Each Party will, without prejudice to any rights of inventors under its national laws, take all necessary steps to provide the cooperation from its inventors required to carry out the provisions of this Article. Neither of the Parties will assume the responsibility to pay awards or compensation required to be paid to nationals of the other Party according to laws of the country of that other Party.

Article VII

1. Whenever an exchange of staff is contemplated under this Agreement, each Party shall ensure that qualified staff are selected for attachment to the other Party.

2. Each Party shall be responsible for the salaries, insurance, and allowance to be paid its staff while attached to the other Party unless otherwise agreed.

3. Each Party shall pay for the travel and living expenses of its staff while attached to the other Party unless otherwise agreed.

4. The host establishment shall use its best efforts to arrange for comparable accommodation for the other Party's staff and their families on a mutually agreeable reciprocal basis.

5. Each Party shall provide all necessary assistance to the attached staff (and their families) of the other Party as regards administrative formalities (travel arrangements, etc.).

6. The staff of each Party shall conform to the general rules of work and safety regulations in force at the host establishment.

Article VIII

1. Information which is classified by either Party for national security reasons, including Restricted Data or Formerly Restricted Data, shall not be exchanged hereunder.

2. Information on sensitive nuclear technology shall not be exchanged hereunder.

Article IX

1. By mutual agreement, the Parties may transfer equipment to be utilized under the Agreement. In such cases, the sending Party shall supply, as soon as possible, a detailed list of the equipment to be provided together with the relevant specifications and appropriate technical and informational documentation relating to use, maintenance and repair of the equipment.

2. Equipment and necessary spare parts supplied by the sending Party for use in joint activities shall remain its property and shall be returned to the sending Party upon completion of the joint activity, unless otherwise agreed.

5. The above-mentioned equipment shall be brought into operation at a receiving establishment after mutual agreement between the Coordinators, Managers, or their senior representatives at the interested establishments of the Parties.

4. The receiving establishment shall provide the necessary premises for the equipment, shall provide for utilities such as electric power, water and gas, and normally shall provide materials to be tested, in accordance with technical requirements which shall be mutually agreed upon.

5. The responsibility and expenses for each transport of equipment and materials between the United States of America and the European Atomic Energy Community by plane or ship to a mutually agreed destination, including responsibility for its safekeeping and insurance en route shall rest with the shipper until the receiver or his agent takes custody of the shipment.

6. The equipment provided by the Sending Party for carrying out activities under this Agreement shall be considered to be scientific and as having a non-commercial character, for the purposes of designation and import/export declarations.

7. The Receiving Party shall ensure duty-free entry into its territory of any equipment provided pursuant to this Agreement.

Article X

Cooperation under this Agreement shall be in accordance with the laws and regulations of the respective Parties. All questions relating to the Agreement arising during its term shall be settled by the Parties by mutual agreement.

Article XI

Except when otherwise specifically agreed, all costs resulting from cooperation under this Agreement shall be borne by the Party that incurs them. It is understood that the ability of the

Parties to carry out their obligations shall be subject to the appropriation of funds by the appropriate governmental authority, where necessary, and to the constitution, laws, and regulations applicable to the Parties.

Article XII

1. All questions or disputes related to or arising under this Agreement of activities carried out hereunder should be settled by mutual agreement of the Parties.

2. Compensation for damages arising from activities under this Agreement shall be in accordance with the applicable laws of the Parties.

Article XIII

This Agreement shall remain in effect for five (5) years after its effective date unless terminated at the discretion of either Party, upon three (3) months advance notification in writing, and may be extended or amended by mutual consent.

Done in duplicate at Brussels this 28 day of January, 1982

DEPARTMENT OF ENERGY OF THE UNITED STATES OF AMERICA

[1]

EUROPEAN ATOMIC ENERGY COMMUNITY, REPRESENTED BY THE COMMISSION OF THE EUROPEAN COMMUNITIES

[2]

[1] George S. Vest.
[2] L. Haferkamp.

Annex I

Joint Research and Development Tasks

Area I Development, exchange and testing on non-destructive assay instrumentation and exchanges of information on performance

1. Field experience with the High-Level Neutron Coincidence Counter in the field.

2. Non-destructive assay of irradiated fuel materials.

3. Measurement of Pu isotopic ratios by gamma-ray spectrometry.

4. Comparison of active assay systems for highly enriched uranium assay (Sb-Be, Active Well Counter, Random Driver).

5. Exchange of information and coordination in the construction of NDA data evaluation microprocessors and software.

6. Evaluation of the use and field test of a bulk and small sample calorimeter for the measurement of Pu material for safeguards purposes.

Area II Preparation and certification of reference materials for destructive and non-destructive assay of fissile materials and refinement of reference techniques for chemical analyses

1. Refinement of nuclear reference techniques for the assay of undiluted inputs of reprocessing plants.

2. Establishment of reference materials for non-destructive assay.

3. Joint certification of reference and test materials for the USA - SALE program.

Area III Development, exchange and test of containment and surveillance equipment and exchange of information on performances.

1. Exchange of information on the principle of the ultrasonic signature.

2. Vulnerability tests on seals (general purpose, CANDU type and others).

3. Development of cap seals for LWR fuels and in field tests.

4. Development of general purpose seals.

5. Harmonization of read-out equipment for ultrasonic identification.

6. In-field reidentification of rivet seals.

7. Test of TV cameras and in-field test.

Area IV Test of mathematical methods for nuclear materials accounting data evaluation

1. Joint study of decision analysis techniques.

2. Exchange of experience on controlling measurement uncertainties in selected measurement systems.

3. Development of modelling and simulation techniques for improved materials accounting.

U.S. GOVERNMENT PRINTING OFFICE : 1985 O—33-581

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AVIATION

Provision of Parts and Services

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Agreement Between the
UNITED STATES OF AMERICA
and PAKISTAN

Amending and Extending the
Memorandum of Agreement of
November 23 and December 20, 1976

Signed at Washington and Karachi
December 2, 1981 and February 4, 1982

S 9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89–497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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PAKISTAN

Aviation: Provision of Parts and Services

Agreement amending and extending the memorandum of agreement of November 23 and December 20, 1976.
Signed at Washington and Karachi December 2, 1981 and February 4, 1982;
Entered into force February 4, 1982.

AMENDMENT 2

TO

MEMORANDUM OF AGREEMENT NAT-I-559 [1]

BETWEEN THE

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

AND THE

GOVERNMENT OF PAKISTAN
DEPARTMENT OF CIVIL AVIATION

I. GENERAL

This Amendment extends the duration of Agreement NAT-I-559 and incorporates current United States Government policy concerning due dates and overhead and late charges.

II. CHANGES

A. Replace page 3, Article III, Payment of Costs, in its entirety with Amendment 2, page 3, Article III - Financial Provisions.

B. Add Amendment 2, page 3a, continuation of Article III.

C. In Article V, Effective Date, page 4, strike the last three words "for five years" and add the following, "until November 8, 1986."

[1] Signed Nov. 23 and Dec. 20, 1976. TIAS 8743; 28 UST 8090. Amendment no. 1 of July 10 and 27, 1980 increasing the overhead charge in art. III(A) from 10% to 12% not printed.

III. APPROVALS

The FAA and the DCA agree to the provisions of this Amendment, as indicated by the signature of their duly authorized officers.

GOVERNMENT OF PAKISTAN DEPARTMENT OF CIVIL AVIATION	UNITED STATES OF AMERICA DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION
BY: [1]	BY: [2]
TITLE: (illegible)	TITLE: Director of International Aviation
DATE: FEB 4 1982	DATE: DEC 2 1981

[1] M. Zafar Imam.
[2] Norman H. Plummer.

ARTICLE III - Financial Provisions

A. The DCA will reimburse the FAA for actual cost of services, materials, packing and shipping, plus a twelve (12) percent administrative service charge. FAA bills will be rendered on a quarterly basis, contain a reference to the Agreement number NAT-I-559, and be supported with an appropriate summary of charges; (i.e., type of service, requisition number, packing, shipping and related costs). Supporting records shall be available for review at the Aeronautical Center.

B. The DCA will be responsible for all transportation costs including shipping charges for items sent to the FAA Depot.

C. All FAA bills will be forwarded to the following:

Director of Communications
Department of Civil Aviation
19 Napier Barracks
Karachi-4, Pakistan

Payment of bills are due within sixty (60) days from date of billing. Payments are to be rendered by check made payable to the FAA in U.S. dollars and forwarded to the following address:

FAA Mike Monroney Aeronautical Center
Accounting Division, AAC-23B
P.O. Box 25082
Oklahoma City, Oklahoma 73125

D. Repair and Return (R&R) services shall be billed at actual repair costs, plus logistics management costs, transportation costs, and the aforementioned administrative service charge.

E. In the event that payment, referred to above, is not rendered within sixty (60) days from the date of billing, U.S. Government regulations require that late charges be assessed for each additional 30 day period, or portion thereof, during which payments are overdue. The late charge will be computed by multiplying the amount of the overdue payment by the official monthly percentage rate periodically determined and prescribed by the U.S. Department of Treasury in accordance with Section 6-8020.20 of the Treasury Fiscal Requirements Manual (1 TFRM 6-8020.20) or successor U.S. Treasury Department directive or regulation.

U.S. GOVERNMENT PRINTING OFFICE : 1985 O—33-583

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ENERGY

Solar Photovoltaic Power

Memorandum of Understanding Between the UNITED STATES OF AMERICA and GABON

Signed at Libreville February 4, 1982

S9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89–497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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GABON

Energy: Solar Photovoltaic Power

Memorandum of understanding signed at Libreville February 4, 1982;
Entered into force February 4, 1982.

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE MINISTRY OF ENERGY AND HYDRAULIC RESOURCES
OF THE REPUBLIC OF GABON

AND

THE UNITED STATES DEPARTMENT OF ENERGY

FOR

A JOINT PROGRAM OF DEMONSTRATION OF SOLAR
PHOTOVOLTAIC POWER IN GABON

TIAS 10841

Article 1: Purpose

The Ministry of Energy and Hydraulic Resources (MERH) of the Republic of Gabon, and the United States Department of Energy (DOE), have agreed to conduct a 3-year joint solar energy program to demonstrate the technical, economic, and social value of photovoltaic power systems in assisting development and improving the quality of life in rural areas of Gabon. This joint Program is limited to four selected public service sector applications and to four villages. This Memorandum of Understanding sets out the understanding of the Parties named above with respect to the undertaking of the Program described below.

Article 2: The Program

The program has three complementary activities: (1) the demonstration of the use of photovoltaic power in rural development in Gabon; (2) training to develop Gabonese capability in the technology and application of photovoltaics; and (3) the evaluation of the technical, economic and social aspects of the demonstration. The attachment entitled "The Program" amplifies the above Program definition. Within the limits of the above Program definition, elements of the description contained in the attachment may be changed by mutual written agreement of the Project Coordinators without formal amendment of this Memorandum of Understanding.

Article 3: Financial Arrangements

The cost of the program should not exceed $1,600,000 (U.S. Dollars) allotted as follows:

- $1,000,000 for equipment and for services outside of Gabon. These expenditures will be borne equally by Gabon and the United States up to $500,000 for each of the two Parties. However, if the program should be expanded by mutual agreement of the Parties, it is understood that the U.S. and Gabon will share equally in the increased cost.

- $600,000 for the drilling of wells, and services within Gabon. This expense will be borne entirely by the Republic of Gabon.

In addition, it is understood that Gabon and the U.S. will each bear the costs associated with their respective civil service personnel assigned to manage and support the Program, including the cost of salaries, benefits, travel and subsistence. No portion of the $1,000,000 Program resources will be used for travel and subsistence expenses except those associated with training as defined in the attachment.

Funding for the Program will be transferred to the U.S. National Aeronautics and Space Administration by MERH as soon as practicable after this agreement has been signed. The terms and conditions for the transfer of funds from MERH to NASA and the establishment of a Deposit Account shall be outlined in a separate agreement between the Parties or their designees. It is understood that the ability of the Parties to carry out their obligations under this agreement is subject to the availability of appropriated funds.

Article 4: Program Responsibilities

I. Responsibilities of DOE

DOE, under an existing interagency agreement with NASA, will delegate responsibility to the Lewis Research Center (LeRC) to use its best efforts to accomplish the following activities:

a) Conduct site visits to each of the villages to define the photovoltaic power system requirements.

b) Implement Phase I, System definition, including conceptual design, cost analysis and preparation of specifications, requests for proposals and bidding documents.

c) Implement Phase II of the village energy demonstration including award and implementation of a contract for the design fabrication, checkout, installation and monitoring of the solar photovoltaic power systems.

d) Provide information for selected Gabonese personnel who are at the policy level with an emphasis on what photovoltaics can contribute to Gabon's rural development and future energy needs and its present and projected cost; and training at the technical level with an emphasis on the technology, its cost, application and system features.

e) Support MERH in the evaluation of technical and economic aspects of the Program as mutually agreed.

II. Responsibilities of MERH

MERH, for its part, will use its best efforts to carry out the following responsibilities:

a) Support DOE, as mutually agreed, in the implementation of the village energy demonstration Phases I and II including site visits.

b) Select appropriate personnel in Gabon at both the policy level and technical level for training in photovoltaic renewable energy.

c) Conduct an evaluation of the technical, economic, and social aspects of the role of photovoltaic renewable energy technology in supporting rural development in Gabon.

III. Joint Responsibilities

Detailed description, plans, schedule, and resource requirements for the Program shall be outlined in an Implementation Plan to be jointly developed by the Project Leaders.

Article 5: Liability

DOE and the MERH agree that, with respect to injury or damage to persons or property involved in operations undertaken pursuant to this agreement, neither DOE, nor the MERH shall make any claim with respect to injury or death of its own or its contractor's or its subcontractor's employees or damage to its own or its contractor's or its subcontractor's property caused by activities arising out of or connected with this project, whether such injury, death or damage arises through negligence or otherwise.

Compensation for damages incurred by other persons or property during the implementation of this agreement shall be in accordance with the applicable laws of the countries of the Parties.

Article 6: Management

(a) DOE and MERH shall each designate a Project Coordinator to act on its behalf in all matters concerning cooperation under this Memorandum of Understanding. All decisions shall be by unanimity.

(b) Overall responsibility for annual review, approval and oversight of the Program's technical content and budget will rest jointly with the Project Coordinators.

(c) Each Party shall appoint a Project Leader for the detailed Management of this Project. The Project leaders shall be responsible to their respective Project Coordinator for the working contacts between Parties. In accordance with the DOE/NASA MOU dated June 23, 1975, as amended March 21, 1978,[1] NASA has designated the NASA LeRC as Project Leader for the U.S.

(d) The Project will be managed and implemented on a day-to-day basis by the Project Leaders. The Project Leaders will undertake the tasks as set forth in the Implementation Plan. The Project Leaders may request DOE's assistance in identifying administrative and technical support as necessary to assure timely execution of the Project in accordance with unanimous approval of the Project Coordinators.

(e) The Project Leaders will provide reports to their respective Project Coordinators in accordance with the accepted procedures in that country, which will note the status of the Project with respect to schedules, milestones, and budgets.

Article 7: Reporting

Semi-annual reports shall be prepared jointly by the Project Leaders continuing for a period of three years. For two more years the MERH shall provide annual reports to the U.S. project coordinator covering the work done, system performance, results achieved, funds expended and milestones completed.

[1] Not printed.

Article 8: Disputes

Any dispute in the interpretation or implementation of the terms of this Memorandum of Understanding shall be referred to the signatories of this Memorandum of Understanding.

Article 9: Exchange of Staff

Whenever an exchange of staff is contemplated under this Agreement, each Party shall ensure that qualified staff are selected for attachment to the other Party. Each party shall be responsible for the salaries, insurance and allowances to be paid to its staff. Each Party shall pay for the travel and living expenses of its staff while on attachment to the host Party unless otherwise agreed. Each Party shall provide all necessary assistance to the attached staff of the other Party as regards administrative formalities (travel arrangements, hotel reservations, etc.). The staff of each Party shall conform to the general and special rules of work and safety regulations in force at the host establishment.

Article 10: Scientific Equipment

All Parties agree that in the event scientific equipment (e.g., meteorological instruments and insolometers) is to be exchanged or supplied by one Party to another, the following provisions shall apply covering the shipment and use of agreed equipment:

1. The sending Party shall supply as soon as possible a detailed list of the equipment to be provided together with the relevant specifications and technical and other documentation.

2. The equipment and necessary spare parts supplied by the sending party for use in joint projects shall remain its property and shall be returned to the sending Party upon completion of the mutually agreed upon activity unless otherwise agreed. The host establishment shall provide the necessary premises for the equipment in accordance with technical requirements which shall be as mutually agreed.

3. The equipment provided by the sending Party for carrying out mutually agreed upon activities shall be considered to be scientific, not having a commercial character.

4. The receiving Party shall be responsible for safekeeping and insurance en route from authorized port of entry to the ultimate destination and return.

Article 11: Public Information

Release of public information regarding this Program may be made by either of the Parties after suitable consultation with the other Party.

Article 12: Customs and Visas

The Parties will endeavor to arrange for free customs clearance for all equipment required for this Program. The U.S. and Gabon each will use its best efforts to facilitate the issuance of visas for the personnel of the other side, including contractors participating in the Program.

Article 13: Amendments

Either of the Parties may propose to the other amendments to this Memorandum of Understanding in writing. Agreements on such amendments shall be established by the Parties in the form of annexes to this Memorandum of Understanding.

Article 14: Entry Into Force and Duration

This Memorandum of Understanding shall enter into force upon signature and shall remain in force for a period of three (3) years, at which time the Program objectives are expected to have been met except for reporting requirements.

The Memorandum of Understanding may be extended by mutual agreement in writing and may be terminated in whole or with respect to any area of cooperation under this Memorandum of Understanding at any time at the discretion of either of the Parties upon one-hundred-twenty (120) days advance notification in writing.

Article 15: Other Agreements

The Provisions of this Agreement shall not affect the rights or duties of the Parties under other agreements or arrangements. This Agreement also in no way precludes commercial firms or other legally constituted enterprises in each of the two countries from engaging in commercial dealings in accordance with the applicable laws of each country; nor does it preclude the Parties from engaging in activities with other governments or persons.

Article 16: Laws and Regulations

Activities under this Agreement shall be in accordance with laws and regulations of the countries of the Parties. All questions related to the Agreement shall be settled by the Parties by mutual agreement.

Article 17: Information and Intellectual Property

(a) Right to Publish. Subject only to copyright and patent restrictions, the Parties shall have the right to publish all information provided to or arising from this Memorandum of Understanding except pre-existing proprietary information.

(b) Reports on Work Performed Under this Memorandum of Understanding. The Project Coordinators shall jointly provide reports of all work performed under this Memorandum of Understanding and the results thereof, including studies, assessments, analyses, evaluations, other documentation, and pre-existing proprietary information, to the Parties.

(c) Pre-existing Proprietary Information. The Parties shall take all necessary measures in accordance with this paragraph, the laws of their respective countries and international law to protect pre-existing proprietary information provided under this Memorandum of Understanding. For the purposes of this Memorandum of Understanding, proprietary information shall mean information of a confidential nature such as trade secrets and know-how (for example, computer programs, design procedures and techniques, chemical composition of materials, or manufacturing methods, processes, or treatments) which is appropriately marked, provided such information:

(1) Is not generally known or publicly available from other sources;

(2) Has not previously been made available by the owner to others without obligation concerning its confidentiality; and

(3) Is not already in the possession of the recipient Party without obligation concerning its confidentiality.

It shall be the responsibility of either Party supplying pre-existing proprietary information to identify the information as such and to ensure that it is appropriately marked.

(d) Copyright. Either of the Project Coordinators may take appropriate measures necessary to protect copyrightable material generated under this Memorandum of Understanding. Either Project Coordinator may obtain copyrightable material, provided that, both Parties may reproduce and distribute such material, but neither Party shall publish such material with a view to profit, except as otherwise agreed by the Parties.

(e) Arising Inventions. Inventions made or conceived in the course of or under this Memorandum of Understanding (arising inventions) shall be owned by MERH in Gabon and by DOE in the United States and in third countries.

(f) Additional Provisions. Any other issues concerning the publication, distribution, handling, protection, and ownership of information and intellectual property arising from this Memorandum of Understanding shall be determined by the Parties acting in conformity with this Memorandum of Understanding. Each Party shall take all necessary steps to provide the cooperation from its inventors and authors required to carry out this Article. Each Party shall assume the responsibility to pay awards or compensation to be paid to its own nationals according to its own laws.

Done this 4th day of February, 1982, in duplicate in the French and English languages, both texts being equally authentic.

For the Department of Energy
of the United States
of America
Ambassador of the United States
to Gabon
Francis Terry McNamara

For the Ministry of Energy
and Hydraulic Resources
of Gabon
The Minister
D. Divungi-Di-Ndinge

ATTACHMENT

The Program

A. Background

The U.S. Department of Energy (DOE) is pursuing a National Photovoltaic Conversion Program aimed at developing cost-competitive photovoltaic power systems. This program has been divided into several areas of responsibility, one of which is the Photovoltaic Stand-Alone Applications Project which is managed for the DOE by NASA-Lewis Research Center (LeRC) in Cleveland, Ohio, under IA No. DE-A101-79ET-20485. The objectives of the Photovoltaic Stand-Alone Applications Project are (1) to develop and demonstrate, in partnership with users, stand-alone applications which represent a potentially large market and (2) to develop the supporting system and component technology.

The Republic of Gabon is actively pursuing programs of rural development to improve the quality of life and increase the economic productivity in rural areas. In this regard, the Republic of Gabon is interested in the practical applications of solar photovoltaic energy in meeting a number of primary needs of rural development.

At the invitation of the Minister of Energy and Hydraulic Resources, Republic of Gabon, two NASA-Lewis Research Center representatives visited Gabon on February 12-20, 1980, for discussions of a possible joint, cost-shared demonstration of photovoltaic applications for rural villages. Subsequently, on March 3, 1980, President Omar Bongo, President, Republic of Gabon, in a letter to the U.S. Ambassador to Gabon, indicated his interest in proceeding with photovoltaic demonstrations in four villages to supply electricity for the following public services: health, education, water supply and area lighting.

B. Program Description: Goal and Purpose

The goal of the Program is to demonstrate the technical, economic, and social value of photovoltaic power systems in assisting development and improving the quality of life in rural areas of Gabon. The scope of the Program is limited to four selected public service sector applications and to four villages and should be viewed as a verification activity precedent to the eventual large-scale purchase, from sources not limited to a single supplier, and deployment of solar photovoltaic systems in Gabon's rural development programs.

The Program will be designated to demonstrate the capability of photovoltaic power to meet minimal energy needs for the following important public sector applications: health, education, water supply, and area lighting.

The specific purposes of the Program are to provide information to Gabonese policy-makers that will assist them in decisions concerning the large-scale adoption of this renewable energy technology in rural development and to support the objectives of the U.S. National Photovoltaic Conversion Program which is directed to developing cost-competitive energy systems through market stimulation.

C. Sub-Program 1 - Village Energy Demonstration

The objective of this program element is to demonstrate the capability of photovoltaic technology to supply the energy required for specific public service sectors in rural areas of Gabon.

Four villages situated in different provinces have been selected by the Government of Gabon as demonstration sites. The villages and respective provinces are:

Bougandji (Haut-Ogooue)
Nyali (Nyanga)
Donguila (Estuaire)
Bolossoville (Woleu N'tem)

There will be four public service applications powered by photovoltaic systems. Program responsibility will embrace both the photovoltaic power supply and the associated electrical loads. The application/site and the respective electrical loads are as follows:

Health/Dispensary - lighting, ventilation, and a medical refrigerator;

Education/School - lighting and audio-visual teaching equipment;

Water Supply/TBD - water pump, storage and distribution system (excluded is well drilling and casing);

Area Lighting/TBD - outdoor pole light.

The demonstration will be conducted in two phases. Phase I, System Definition, will involve conceptual design, cost analysis, and preparation of specifications, requests for proposals and bidding documents. This phase will include site visits to each of the villages by a team of experts to define requirements. Phase II will cover the award and implementation of a contract for the design, fabrication, checkout, installation, and monitoring of the solar photovoltaic power systems.

Detailed description, plans, schedule, and resource requirements for this element of the Program will be incorporated in the Implementation Plan.

D. Sub-Program 2 - Training

There is a growing interest in alternative, renewable energy sources in Gabon, on the part of policy makers and technical personnel. This interest is found within the Ministry of Energy and Hydraulic Resources, as well as in the Ministries in charge of Health, Telecommunications, and Agricultural Development. It is recognized that there is a need for a better understanding of the technologies involved, their economics, and their practical application.

The need for training in photovoltaic renewable energy exists at two levels: at the policy level, there is a need to develop an appreciation of what photovoltaics can contribute to Gabon's rural development and future energy needs, as well as understanding of present and projected costs. At the technical level, engineers, economists, and various development officials need a complete understanding of the technology, its cost, application, and system features.

E. Sub-Program 3 - Evaluation

The objective of this portion of the Program is to provide an evaluation of the role of photovoltaic renewable energy technology in supporting rural development in Gabon.

To provide the necessary information for the evaluation, assessments will be carried out during the course of the Program on pertinent technical, economic and social aspects of the Program. Three assessments are identified at this time:

(1) Village Level, Socio-Economic Assessment by the MERH;

(2) PV System Technical Assessment by NASA LeRC; and

(3) Study of the Economic/Financial Implications of the Large-Scale Introduction of PV Systems in Gabon by NASA LeRC and MERH.

Detailed description, plans schedule, and resource requirements will be incorporated in the Implementation Plan.

F. Implementation Plan

The purpose of the Implementation Plan is to document and describe for this joint Program, the activities to be carried out and provide the necessary detailed plans, schedules, and resource requirements. The following will be covered in the Implementation Plan:

(1) Village Energy Demonstration Plan;

(2) Training Plan;

(3) Evaluation Plan;

(4) Management Plan;

(5) Procurement Plan;

(6) Schedules; and

(7) Resources Plan.

MEMORANDUM D'ACCORD

ENTRE

LE MINISTERE DE L'ENERGIE ET DES RESSOURCES HYDRAULIQUES DE LA REPUBLIQUE GABONAISE

ET

LE DEPARTEMENT DE L'ENERGIE DES ETATS-UNIS D'AMERIQUE

RELATIF A

UN PROGRAMME COMMUN DE DEMONSTRATION SUR LA CONVERSION PHOTOVOLTAIQUE DE L'ENERGIE SOLAIRE AU GABON

Article 1: Objectif

Le Ministère de l'Energie et des Ressources Hydrauliques (MERH) de la République Gabonaise et le Département de l'Energie des Etats-Unis (DOE) ont convenu de diriger un programme triennal commun relatif à l'énergie solaire afin de démontrer la valeur technique, économique et sociale que les réseaux d'énergie photovoltaique présentent pour le développement et l'amélioration de la qualité de la vie dans les régions rurales du Gabon. Ce programme commun se limite à quatre applications dans le secteur des services publics et à quatre villages. Le présent mémorandum d'accord définit l'accord intervenu entre les parties susmentionnées en ce qui concerne la mise à exécution du programme décrit ci-dessous.

Article 2: Le programme

Le programme comporte trois activités complémentaires: 1) la démonstration de l'utilisation de l'énergie photovoltaique dans le développement rural du Gabon 2) la formation visant à développer les capacités technologiques du Gabon et à appliquer la conversion photovoltaique et 3) l'évaluation des aspects techniques, économiques et sociaux de la démonstration. La pièce jointe intitulée "Le Programme" développe en détail la définition du programme donnée ci-dessus. Dans les limites de ladite définition, les éléments de la description figurant dans la pièce jointe peuvent être modifiés sur accord mutuel écrit des coordonnateurs de projet sans avoir recours à un amendement formel du présent mémorandum d'accord.

Article 3: Arrangements financiers

"Le coût du programme ne devrait pas dépasser 1.600.000 dollars répartis ainsi:

-- 1.000.000 de dollars pour les équipements et les prestations en dehors du Gabon. Ces dépenses sont supportées de façon égale par le Gabon et les Etats-Unis, à concurrence de 500.000 dollars pour chacune des deux parties. Cependant si le programme est élargi sur accord mutuel des parties, il est entendu que les Etats-Unis et le Gabon se partageront également les coût ainsi augmentés.

-- 600.000 dollars pour la réalisation des forages, et les prestations locales au Gabon. Cette dépense est supportée intégralement par la République Gabonaise.

De plus, il est entendu que le Gabon et les Etats-Unis prendront à leur charge toutes les dépenses relatives à leurs propres fonctionnaires affectés à la gestion et à l'appui du programme, y compris les dépenses touchant aux salaires, aux prestations sociales et aux indemnités de voyage et de subsistance. Aucun prélèvement ne sera fait sur le million de dollars constituant les ressources du programme afin de couvrir les indemnités de voyage et de subsistance, sauf en ce qui concerne celles qui touchent à la formation, telle que définie dans la pièce jointe. Des fonds destinés au programme seront transférés à la NASA par le MERH dès que possible après la signature du présent accord. Les termes et

conditions du transfert de fonds par le MERH à la NASA et de l'ouverture d'un compte de dépôts seront définis dans un accord distinct entre les Parties ou les personnes désignées par elles. Il est entendu que la capacité des Parties de s'acquitter de leurs obligations au titre du présent accord dépend des disponibilités en crédits.

Article 4: Responsabilités relatives au programme

I. Responsabilités du DOE

Le DOE, au titre d'un accord interministériel avec la NASA, chargera le Lewis Research Center (LeRC) de s'employer de son mieux à accomplir les tâches suivantes:

a) Effectuer des visites sur les lieux dans chacun des villages afin de définir les besoins relatifs au réseau d'énergie photovoltaique;

b) Mettre en oeuvre la phase I (définition du réseau), y compris le schéma théorique, l'analyse des coûts et l'élaboration du cahier des charges, les appels d'offres;

c) Mettre en oeuvre la phase II (démonstration dans un village), y compris la passation et la mise à exécution d'un contrat relatif à la conception, la mise à l'essai, l'installation et le contrôle de réseaux d'énergie photovoltaique;

d) Fournir des renseignements aux Gabonais responsables de l'établissement des politiques en insistant sur la contribution que la conversion photovoltaique peut apporter au développement rural, sur la façon dont elle peut répondre aux besoins en énergie actuels et futurs, y compris les coûts actuels et projetés; et assurer la formation technique en mettant l'accent sur la technologie, son coût et son application et sur les caractéristiques du réseau;

e) Appuyer, comme convenu, le MERH dans l'évaluation des aspects techniques et économiques du programme.

II. Responsabilités du MERH

Pour sa part, le MERH s'emploiera de son mieux à s'acquitter des responsabilités suivantes:

a) Appuyer, comme convenu, le DOE dans la mise en oeuvre des Phases I et II (démonstration dans un village), y compris les visites des sites;

b) Sélectionner le personnel gabonais qui convient tant au niveau technique qu'à celui de l'établissement des politiques pour l'instruire des questions touchant à l'énergie photovoltaique renouvelable;

c) Evaluer les aspects techniques, économiques et sociaux du rôle de la technologie de l'énergie photovoltaique dans le développement rural du Gabon

III. Responsabilités communes

Les chefs de projets établiront ensemble un plan d'exécution donnant la description détaillée, les plans, le calendrier des travaux et les besoins en ressources du programme.

Article 5: Responsabilité

Le DOE et le MERH conviennent que, en ce qui concerne les dommages corporels ou autres causés à des personnes ou à des biens auxquels il est fait appel pour des activités entreprises au titre du présent accord, ni le DOE ni le MERH ne présentera aucune demande d'indemnisation relative au préjudice corporel ou à la mort de ses propres employés ou de ceux de ses entrepreneurs ou sous-traitants, ou relative aux dommages causés à ses propres biens ou à ceux de ses entrepreneurs ou sous-traitants, du fait d'activités résultant du projet ou y afférentes, que ces dommages corporels, morts ou autres dommages soient entrainés par la négligence ou de toute autre manière.

L'indemnité pour les dommages subis par d'autres personnes ou par des biens au cours de l'exécution de ce contrat sera conforme aux lois applicables dans le pays de chaque partie.

Article 6: Gestion

a) Le DOE et le MERH désignent un coordonnateur de projet, chacun chargé d'agir en leur nom pour toutes les questions concernant la coopération prévue par le présent mémorandum d'accord. Toutes les décisions sont prises à l'unanimité.

b) Les coordonnateurs de projet se partagent la responsabilité globale de l'examen annuel, de l'approbation et de la surveillance de l'application des dispositions techniques et budgétaires.

c) Chaque Partie nomme un chef de projet chargé des détails de la gestion de ce projet. Les chefs de projet relèvent de leur coordonnateur de projet respectif pour les relations de travail entre les Parties. Conformément au mémorandum d'accord entre le DOE et la NASA en date du 23 Juin 1975, amendé le 21 Mars 1978, la NASA a désigné le NASA LeRC comme chef de projet pour les Etats-Unis.

d) Le travail quotidien de gestion et d'exécution du projet est assuré pour les chefs de projet. Ces derniers accomplissent les tâches énoncées dans le plan d'exécution. Ils peuvent demander assistance au DOE pour désigner l'appui administratif et technique nécessaire à l'exécution opportune du projet, conformément à l'approbation unanime des coordonnateurs de projet.

e) Les chefs de projet soumettent à leurs coordonnateurs respectifs des rapports établis conformément aux procédures acceptées dans le pays hôte et qui informent de l'état d'avancement du projet en ce qui concerne le calendrier des travaux, les étapes importantes et les budgets.

Article 7: Rapports

Les chefs de projet élaborent ensemble des rapports semestriels pendant une période de trois ans. Pendant deux ans de plus, le MERH fournit au coordonnateur de projet des Etats-Unis des rapports annuels faisant état des travaux accomplis, de la performance du réseau, des résultats obtenus, des fonds dépensés et des étapes franchies.

Article 8: Différends

Tout différend relatif à l'interprétation ou l'application du présent mémorandum d'accord est renvoyé aux signataires dudit mémorandum.

Article 9: Echange de personnel

Toutes les fois qu'un échange de personnel est envisagé au titre du présent mémorandum, chaque Partie doit s'assurer que des personnes qualifiées sont sélectionnées pour leur affectation au service de l'autre Partie. Chaque Partie est responsable du salaire, de l'assurance et des allocations de son propre personnel. Chaque Partie couvre les frais de voyage et de subsistance de son personnel durant son affectation à l'autre Partie, à moins qu'il n'en soit convenu autrement. Chaque Partie fournit toute l'assistance nécessaire au personnel qui lui est affecté

par l'autre Partie en ce qui concerne les formalités administratives (arrangements de voyage, réservations d'hôtel, etc.). Le personnel de chaque Partie se conforme aux règlements généraux et spéciaux du travail et de la sécurité qui sont en vigueur dans l'établissement où il est affecté.

Article 10: Matériel scientifique

Les Parties conviennent que si le matériel scientifique (instruments météorologiques et isolamètres, par exemple) doit être échangé ou fourni par une Partie à l'autre, les dispositions qui suivent s'appliquent à l'expédition et à l'utilisation de matériel approuvé.

1. La Partie expéditrice fournit aussitôt que possible une liste détaillée du matériel à fournir accompagnée des spécifications pertinentes et des documents techniques et autres.

2. Le matériel et les pièces détachées nécessaires fournis par la Partie expéditrice pour être utilisés dans le cadre de projets communs demeurent sa propriété et sont rendus à la Partie expéditrice dès la fin de l'activité mutuellement approuvée, à moins qu'il n'en soit convenu autrement. L'établissement d'accueil fournit les sites d'accueil nécessaires au matériel, conformément aux conditions techniques qui sont décidées sur accord mutuel.

3. Le matériel fourni par la Partie expéditrice afin d'entreprendre les activités mutuellement approuvées est considéré comme étant de nature scientifique et non commerciale.

4. La Partie destinataire est responsable de la bonne garde du matériel, de l'assurance en route, depuis le port d'entrée autorisé jusqu'à la destination finale, et du retour dudit matériel.

Article 11: Informations publiques

La communication d'informations publiques concernant ce programme peut être faite par l'une quelconque des Parties après consultation appropriée avec l'autre Partie.

Article 12: Douanes et visas

Les Parties s'efforcent d'obtenir l'entrée en franchise de douane de tout le matériel requis pour ce programme. Les Etats-Unis et le Gabon

mettent tout en oeuvre pour faciliter réciproquement l'octroi de visas aux membres du personnel en déplacement, y compris les entrepreneurs participant au programme.

Article 13: Amendements

L'une quelconque des Parties peut proposer à l'autre par écrit des amendements au présent mémorandum d'accord. L'approbation de tels amendements est effectuée par les Parties sous forme d'annexes au présent mémorandum d'accord.

Article 14: Entrée en vigueur et durée

Le présent mémorandum d'accord entre en vigueur à sa signature et le demeure pendant une période de trois (3) ans, délai prévu pour la réalisation des objectifs, à l'exception de la soumission obligatoire de rapports.

Le présent mémorandum d'accord peut être reconduit sur accord mutuel et par écrit et peut être résilié dans sa totalité ou en ce qui concerne tout domaine de coopération prévu par le présent mémorandum à tout moment et à la discrétion de l'une quelconque des Parties sur préavis écrit cent vingt (120) jours avant la date prévue pour sa résiliation.

Article 15: Autres accords

Les dispositions du présent accord ne modifient pas les droits ou obligations des Parties liées par d'autres accords ou arrangements. De plus, le présent accord n'empêche pas les établissements commerciaux ou autres entreprises légalement fondées dans chacun des deux pays de se livrer à des activités commerciales conformément aux lois en vigueur dans chacun des pays. Il n'empêche pas non plus les Parties de se livrer à des activités avec d'autres gouvernements ou d'autres personnes.

Article 16: Lois et règlements

Les activités entreprises au titre du présent accord le sont conformément aux lois et règlements des pays des Parties concernées. Toutes questions touchant à l'accord sont tranchées par les Parties sur accord mutuel.

Article 17: Informations et propriété intellectuelle

a) Droit de publication. Sous seule réserve des restrictions touchant aux droits d'auteur et aux brevets, les Parties ont le droit de publier toutes les informations fournies pour les besoins du présent mémorandum ou résultant de son application, à l'exception des informations de propriété exclusive préexistantes.

b) Rapports sur les travaux accomplis au titre du présent mémorandum d'accord. Les coordonnateurs de projet fournissent aux Parties des rapports communs sur tous les travaux exécutés au titre du présent mémorandum d'accord et sur leurs résultats, y compris les études, estimations, analyses, évaluations et toute autre documentation, ainsi que les informations de propriété exclusive préexistantes.

c) Informations de propriété exclusive préexistantes. Les Parties prennent toutes les mesures nécessaires conformément au présent paragraphe, aux lois de leur pays respectif et au droit international afin de protéger les informations de propriété exclusive préexistantes fournies en application du présent mémorandum d'accord. Aux fins du présent mémorandum d'accord, le terme "informations de propriété exclusive" signifie une information de nature confidentielle telle que les secrets et procédés industriels et commerciaux (par exemple, les programmes informatisés, les procédés et méthodes de conception technique, la composition chimique de matériaux ou les méthodes, transformation ou traitement entrant dans la manufacture) qui est bien identifiée comme telle, à condition que ladite information:

1) ne soit généralement pas connue ou rendue publiquement disponible à partir d'autres sources;

2) n'ait pas été antérieurement mise par son détenteur à la disposition d'autres personnes sans engagement quant à son caractère confidentiel et

3) ne soit pas déjà en la possession de la Partie destinataire sans engagement quant à son caractère confidentiel.

Chaque Partie fournissant des informations de propriété exclusive préexistantes a la responsabilité de les identifier comme telles et de s'assurer qu'elles portent une mention à ce titre.

d) Droits d'auteur. Chacune des Parties peut prendre les mesures nécessaires pour protéger la documentation élaborée au titre du présent mémorandum d'accord et susceptible de bénéficier du régime de droits d'auteur.

Chacun des coordonnateurs de projet peut obtenir des documents susceptibles de bénéficier du régime de droits d'auteurs, étant entendu que les deux Parties peuvent reproduire et circuler de tels documents sans toutefois les publier à des fins lucratives, à moins qu'elles en aient convenu autrement.

e) Inventions. Les inventions issues des travaux exécutés dans les délais du présent mémorandum ou au titre du présent mémorandum d'accord sont propriété du MERH au Gabon et du DOE aux Etats-Unis et dans des pays tiers.

f) Dispositions supplémentaires. Toutes autres questions concernant la publication, la distribution, le traitement, la protection et la propriété industrielle découlant du présent mémorandum d'accord sont déterminées par les Parties agissant conformément au présent mémorandum d'accord. Chaque Partie prend toutes les mesures nécessaires pour assurer la coopération de ses inventeurs et auteurs requis d'observer les dispositions du présent article. Chacune des Parties assume la responsabilité des indemnités ou dédommagements devant être octroyés à ses propres ressortissants conformément à ses propres lois.

Fait le 4 Février 1982, en langues française et anglaise, les deux textes faisant également foi.

Pour le Département de l'Energie des Etats-Unis d'Amérique.
L'Ambassadeur des Etats-Unis au Gabon

Francis Terry McNAMARA

Le Ministre de l'Energie et des Ressources Hydrauliques du Gabon

D. DIVUNGI-DI-NDINGE

PIECE JOINTE

Le programme

A. Généralités

Le Département de l'Energie des Etats-Unis (DOE) poursuit un programme national de conversion photovoltaique destiné à établir des réseaux d'électricité photovoltaique d'un coût compétitif. Ce programme a été divisé en plusieurs domaines de responsabilité, dont un est le projet d'applications indépendantes de la conversion photovoltaique qui est administré pour le compte du DOE par le NASA-Lewis Research Center (LeRC) à Cleveland (Ohio), au titre de l'autorisation budgétaire IA No. DE-A101-79ET-20485. Ce projet a pour objectifs 1) de concevoir et démontrer, avec la participation des utilisateurs, des applications indépendantes qui représentent un marché potentiellement vaste et 2) d'établir le réseau d'appui et la technologie des composantes.

La République Gabonaise poursuit activement des programmes de développement rural afin de relever la qualité de la vie et d'accroître la productivité économique dans les zones rurales. A cet égard, la République Gabonaise s'intéresse aux applications pratiques de l'énergie solaire soumise à la conversion photovoltaique pour répondre à un certain nombre de besoins essentiels du développement rural.

A l'invimtion du Ministre de l'Energie et des Ressources Hydrauliques du Gabon, deux représentants du NASA-Lewis Research Center se sont rendus au Gabon du 12 au 20 Février 1980 pour y discuter la possibilité d'une démonstration commune, dont les coûts seraient partagés, d'applications de l'énergie photovoltaique dans les villages. Par la suite, le 3 Mars 1980, le Président Omar Bongo a, dans une lettre adressée à l'Ambassadeur des Etats-Unis au Gabon, manifesté son intérêt à l'égard de démonstrations du procédé photovoltaique à effectuer dans quatre villages afin de fournir à ceux-ci de l'électricité pour les services publics suivants: santé, éducation, distribution d'eau et éclairage public.

B. Description du programme: But et objectif

Le programme a pour but de démontrer la contribution technique, économique et sociale des réseaux d'électricité photovoltaique au développement rural et à l'amélioration de la qualité de la vie dans les zones rurales du Gabon. Le champ du programme se limite à quatre applications dans le secteur des services publics et à quatre villages. Il devrait être considéré comme une activité de vérification précédant, éventuellement, l'achat massif et la mise en place, sans exclusivité d'origine, de réseaux d'énergie photovoltaique dans le cadre des programmes de développement rural du Gabon.

Le programme sera destiné à démontrer la capacité de l'énergie photovoltaique de répondre aux besoins minimes du Gabon en ce qui concerne les importantes applications suivantes dans le secteur public: santé, éducation, distribution d'eau et éclairage public.

Le programme a pour objectifs particuliers de fournir aux Gabonais responsables des politiques des informations qui les aideront dans la prise de décisions concernant l'adoption généralisée de cette technologie d'énergie renouvelable dans le développement rural et d'appuyer les buts du programme national des Etats-Unis en matière de conversion photovoltaique dont le propos est de développer des réseaux d'énergie d'un coût compétitif au moyen de la stimulation des marchés.

C. Sous-programme 1 - Démonstration dans les villages

Cet élément du programme a pour objectif de démontrer la capacité que possède la technologie voltaique de fournir l'énergie requise par certains services publics dans les régions rurales du Gabon.

Quatre villages situés dans des provinces différentes ont été retenus par le gouvernement du Gabon comme sites de démonstration. Les villages et leurs provinces respectives sont:

Bougandji(Haut-Ogooué)
Nyali (Nyanga)
Donguila (Estuaire)
Bolossoville (Woleu N'Tem)

Quatre applications aux services publics se feront au moyen de réseaux photovoltaiques. Le programme prévoira la fourniture d'énergie photovoltaique ainsi que les besoins en électricité auxquels répondre. Les éléments applications-site et les demandes d'électricité respectives sont les suivants:

Santé/Dispensaire - éclairage, ventilation et un réfrigérateur médical;

Education/Ecole - éclairage et matériel d'enseignement audio-visuel;

Distribution d'eau (à déterminer) - pompe à eau et système de distribution (à l'exception du forage et du cuvelage de puits);

Eclairage public (à déterminer) - Lampadaire extérieur.

La démonstration se fera en deux phases. La phase I (définition du réseau) comportera la conception technique, l'analyse des coûts et l'élaboration des cahiers des charges et des appels d'offres. Cette phase incluera la visite de chacun des villages par une équipe d'experts pour définir les besoins. La phase II comportera la passation et la mise en oeuvre d'un contrat pour la conception, la fabrication, l'essai, la mise en place et la vérification des réseaux d'énergie photovoltaique.

La description détaillée, les plans, le calendrier des travaux et les besoins en ressources relatifs à cet élément du programme seront incorporés au plan d'exécution.

D. Sous-programme 2 - Formation

Les responsables des politiques à suivre et le personnel technique du Gabon attachent un intérêt croissant pour les sources d'énergie renouvelable et optionnelle. Cet intérêt se manifeste au sein du Ministère de l'Energie et des Ressources Hydrauliques ainsi que dans les ministères ayant en charge la santé, les télécommunications, le développement agricole... Il est admis que le besoin se fait sentir de mieux comprendre les technologies concernées, leurs aspects économiques et leurs applications.

Le besoin de formation en matière d'énergie photovoltaique renouvelable est constaté à deux niveaux: au niveau des politiques, il faut faire prendre conscience de la contribution que la conversion photovoltaique peut apporter au développement rural du Gabon et à ses besoins futurs en énergie, ainsi que comprendre quels sont les coûts actuels et projetés. Au niveau technique, les ingénieurs, les économistes et divers autres responsables du développement ont besoin de comprendre totalement la technologie, ses coûts, ses applications et les caractéristiques du réseau qu'elle prévoit.

E. Sous-programme 3 - Evaluation

Ce sous-programme a pour but de fournir une évaluation du rôle de la technologie photovoltaique dans l'appui du développement rural du Gabon.

Afin de fournir les informations nécessaires à l'évaluation, il sera procédé, au cours du programme, à des appréciations des aspects techniques, économiques et sociaux du programme. Trois appréciations sont indentifiées:

1) au niveau du village, appréciation socio-économique effectuée par le MERH;

2) appréciation technique du réseau photovoltaique par le NASA-LeRC et le MERH.

3) étude, par le NASA-LeRC et le MERH, des implications économico-financières de l'introduction généralisée de réseaux photovoltaiques au Gabon.

Une description détaillée, un calendrier des plans et une énumération des besoins en ressources seront incorporés au plan d'exécution.

F. Plan d'exécution

Le but du plan d'exécution est de documenter et de décrire, pour ce programme commun, les activités à entreprendre et de fournir les plans détaillés nécessaires, les calendriers et un bilan des besoins en ressources. Le plan d'exécution comprendra les éléments suivants:

1) plan de démonstration dans les villages

2) plan de formation

3) plan d'évaluation

4) plan de gestion

5) plan relatif aux achats

6) calendrier

7) bilan des ressources.

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DEFENSE

Logistic Support, Supplies and Services

Agreement Between the UNITED STATES OF AMERICA and NATO MAINTENANCE AND SUPPLY ORGANIZATION (NAMSO)

Signed at Stuttgart-Vaihingen
February 2, 1982

S9. 10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89–497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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NATO MAINTENANCE AND SUPPLY ORGANIZATION (NAMSO)

Defense: Logistic Support, Supplies and Services

Agreement signed at Stuttgart-Vaihingen February 2, 1982;
Entered into force February 2, 1982.

Agreement No.
US-NM-01

BASIC AGREEMENT
BETWEEN
THE NATO MAINTENANCE AND SUPPLY ORGANIZATION (NAMSO)
AND
THE UNITED STATES EUROPEAN COMMAND (USEUCOM)
ON
MUTUAL SUPPORT

The NATO Maintenance and Supply Organization (NAMSO), represented by the General Manager of the NATO Maintenance and Supply Agency (NAMSA),
and
the United States European Command (USEUCOM), represented by the Deputy Commander in Chief, Headquarters, USEUCOM

Considering the NAMSO Charter, as approved by the North Atlantic Council on November 4, 1964, as amended, and in particular Article 6(a) of the said Charter;

Considering the United States Public Law 96-323 "NATO Mutual Support Act of 1979," enacted 4 August 1980;[1]

Considering the statement made by the United States NAMSO Board of Directors' Representative at the meeting held on 26-27 November 1980 (reference NM(81)BOD/R/85, dated 2 February 1981, item XII)

Noting the decision taken by the NAMSO Board of Directors on 2-3 December 1981 (reference NM(81)BOD/DS/87, dated 16 December 1981, item XIV)

Hereby agree as follows:

ARTICLE I

DEFINITIONS

As used in this Agreement and in any implementing arrangements which provide specific procedures, the following definitions apply:

a. NAMSO - NATO Maintenance and Supply Organization. A subsidiary body of NATO established by the North Atlantic Council pursuant to Article 9 of the North Atlantic Treaty[2] and in conformity with the Agreement on the Status of the North Atlantic Treaty Organization, National Representatives and International Staff,[3] signed in Ottawa on 20th September 1951 (Ottawa Agreement).

b. NAMSO Board of Directors. Legislative body of NAMSO, composed of a representative of each state which is a member of NAMSO.

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[1] 94 Stat. 1016; 10 U.S.C. § 2321.
[2] Signed Apr. 4, 1949 TIAS 1964; 63 Stat. 2244.
[3] TIAS 2992; 5 UST 1087.

c. NAMSO Directives. Directives and general policy decisions approved by the NAMSO Board of Directors to enable NAMSO to carry out its mission.

d. NAMSA - NATO Maintenance and Supply Agency. The executive body of NAMSO.

e. Implementing Arrangement. An implementing arrangement is a supplementary arrangement related to specific equipment or events, which sets forth the additional terms and conditions which further define and carry out this Agreement. Each party will follow its own procedures for approval prior to signature.

f. Order. An order, when in its proper form and signed by an authorized official, is a request for the provision of specific logistic support, supplies, or services pursuant to this Agreement and applicable implementing arrangements.

g. Invoice. Invoices are those documents from the supplying party which request reimbursement or payment for specific logistic support, supplies, and services rendered pursuant to this Agreement and the applicable implementing arrangements.

h. United States European Command (USEUCOM) Component Commands. United States Army, Europe (USAREUR); United States Naval Forces, Europe (USNAVEUR); and United States Air Forces in Europe (USAFE).

i. Europe and Adjacent Waters. The North Atlantic Treaty area as defined in the North Atlantic Treaty (amended by The Protocol on the Accession of Greece, Turkey, and the Federal Republic of Germany), excluding North America.

j. Logistic Support, Supplies and Services. Storage services, use of facilities, training services, spare parts and components, repair and maintenance services, and accessorial tasks thereto.

ARTICLE II

PURPOSE

This Agreement establishes basic terms and conditions for provision of mutual logistic support, supplies, and services.

ARTICLE III

APPLICABILITY

This Agreement applies only to military forces deployed in Europe and adjacent waters, and in the case of United States Forces, to logistic support, supplies, and services in the inventory or otherwise under the jurisdiction and control of United States Forces deployed in Europe and adjacent waters. This Agreement is applicable during peacetime as well as during NATO alert and/or war.

ARTICLE IV

BASIC TERMS AND CONDITIONS

1. The United States, consistent with its laws, regulations and priorities, and NAMSO, consistent with its charter, NAMSO directives, regulations and priorities, agree to cooperate in providing the other party logistic support, supplies and services. Subject to the foregoing and in accordance with the provisions of this Agreement, implementing arrangements may set forth more specific standards of compliance.

2. The parties agree that the transfer of logistic support, supplies, and services between the parties shall be accomplished by orders issued and accepted under applicable implementing arrangements. All transactions will be based upon implementing arrangements. Implementing arrangements may be negotiated on the part of the United States by USEUCOM, USEUCOM Component Commands, and any other properly authorized organization or agency. The transfer documents taken together must set forth all necessary details, terms, and conditions to carry out the transfer including the data elements in Annex A. The parties will endeavor to adopt standard order forms for placing orders under implementing arrangements, which, when agreed, will become an annex to the implementing arrangements without further formalities. Implementing arrangements will generally identify those personnel authorized to issue and accept orders under the implementing arrangement. The parties will notify each other of specific authorization or limitations on those personnel able to issue or accept orders directly under an implementing arrangement.

3. For any logistic support, supplies, or services, the parties may negotiate for payment either in cash in the currency specified by the supplying party (a "reimbursable transaction") or payment in kind (an "exchange transaction"). Accordingly, the receiving party will pay the supplying party in conformance with either 3a or 3b below.

a. Reimbursable Transactions. The supplying party will submit invoices to the receiving party after delivery or performance of the logistic support, supplies, or services. Both parties will maintain records of all transactions, and the parties will pay outstanding balances not less frequently than quarterly. Each party will price in accordance with its own regulations.

b. Exchange Transactions. Both parties will maintain records of all transactions, and the receiving party will pay the supplying party in kind by transferring to the supplying party logistic support, supplies, or services that are identical or substantially identical to the logistic support, supplies, or services delivered or performed by the supplying party and which are satisfactory to the supplying party. If the receiving party does not pay in kind within the terms of a replacement schedule, agreed to or in effect at the time of the original transaction with timeframes which may not exceed twelve (12) months from the date of the original transaction, the transaction shall be deemed a reimbursable transaction and governed by paragraph 3a above.

4. The invoice will contain an identification of this Agreement and an applicable implementing arrangement and will be in the format set forth by the supplying organizations. The invoice will be accompanied by evidence of receipt by the party receiving the logistic support, supplies, or services.

5. In all transactions involving the transfer of logistic support, supplies, or services, the recipient party agrees that such logistic support, supplies, or services will not be retransferred, either temporarily or permanently, by any means to other than the forces of the receiving party or a NATO government or a NATO subsidiary body or agent thereof without the prior written consent of the supplying party.

ARTICLE V

EXCLUDED CHARGES

Provisions of tax and customs relief agreements will be applied to the maximum extent allowable.

ARTICLE VI

INTERPRETATIONS AND APPLICATION

The parties agree to make an effort in good faith to resolve disagreements between NAMSO and USEUCOM with respect to the interpretation or application of this Agreement. In the case of an implementing arrangement or transaction, the

parties to the arrangements or transactions will make an effort in good faith to resolve any disagreements with respect to the interpretation or application of the arrangement or transaction. This Agreement may be amended or supplemented by mutual consent at the request of either party.

ARTICLE VII

TERM

This Agreement shall take effect on the date of the last signature and shall remain in effect until terminated by either party giving six (6) months notice in writing. Any termination initiated by NAMSA shall be subject to prior agreement by the NAMSO Board of Directors.

Done at Stuttgart-Vaihingen, Germany

on 2 February 1982

For NAMSO

H. OMRENG
General Manager
of NAMSA

For USEUCOM

W. Y. SMITH
General, USAF
Deputy Commander in Chief

ANNEX A

MINIMUM ESSENTIAL DATA ELEMENTS

(1) Support Agreement or implementing arrangement.

(2) Date of order.

(3) Country, ministry, department or command to be billed.

(4) Numerical listing of stock numbers or items, if any.

(5) Quantity and description of material and/or services requested.

(6) Quantity furnished.

(7) Unit of measurement.

(8) Unit price.

(9) Quantity furnished (as at 6), multiplied by unit price.

(10) Currency specified by the supplying party.

(11) Total order amount expressed in currency specified by the supplying party.

(12) Name (typed or printed) and signature and title of authorized ordering or requisitioning representative.

(13) Payee to be designated on remittance.

(14) Designation and address of office to which remittance is to be sent.

(15) Recipient's signature acknowledging services or supplies received on the requisition or order or a separate supplementary document and date.

(16) Document number of order or requisition.

(17) Receiving organization.

(18) Issuing organization.

(19) Transaction type.

(20) Fund citation or certification of availability of funds when applicable under parties procedures.

(21) Date and place of original transfer and in case of an exchange transaction, a replacement schedule including time and place of replacement transfer.

(22) Signature, name, date and title of authorized acceptance official.

(23) Additional special requirements, if any, such as transportation, packaging, etc.

(24) Limitation of liability.

(25) Remarks for internal use.

(26) Name, signature, date and title of official of supplying party who actually issues supplies or services.

U.S. GOVERNMENT PRINTING OFFICE : 1985 O—33-585

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DEFENSE

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Facilities for Improved Combined Defense Capabilities

Memorandum of Agreement
Between the
UNITED STATES OF AMERICA
and the REPUBLIC OF KOREA

Signed at Seoul February 2, 1982

S9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89–497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

For sale by the Superintendent of Documents, U.S. Government Printing Office
Washington, D.C. 20402

REPUBLIC OF KOREA

Defense: Facilities for Improved Combined Defense Capabilities

Memorandum of agreement signed at Seoul February 2, 1982;
Entered into force February 2, 1982.

Memorandum of Agreement
Between
The Ministry of National Defense ROK
and the United States Forces, Korea
Regarding
The Construction of Facilities at 2nd ID USA
To Improve Combined Defense Capabilities

聯合防禦能力 向上을 為한 美 2師団 施設建設에 関한
大韓民国 国防部와 駐韓美軍間의 合意覚書

Whereas the U.S. Government has determined a requirement exists at the Second
美合衆国 政府는 大韓民国 防禦를 為하여 美第2歩兵師団에 새로운
Infantry Division to construct new facilities to support the deployment of new
戰鬪体制의 展開를 支援키 為한 새로운 施設을 建設할 必要性이
combat systems required for the defense of the Republic of Korea; and, whereas
있음을 決定하였고 또한 大韓民国과 駐韓美軍이 聯合防衛能力 向上에
the combined defense improvement has been recognized by the ROK and USFK;
必要性을 認定하였으며,
and, whereas the ROK MND and USFK are willing to equitably support the facilities
大韓民国 国防部와 駐韓美軍은 建設될 施設을 公平하게 支援할 用意가
constructed, it is mutually agreed as follows:
있으므로 다음과 같이 相互 合意한다.

ARTICLE I
第 1 条

Those facilities shown on attachment 1 will be constructed within the allocated
美 第2歩兵師団에 155mm 및 8"砲 戰鬪電子 情報大隊 및 AHIS TOW
appropriation ($7,500,000) to support the deployment of 155mm and 8 inch
미사일 体制의 展開를 支援하기 為해 別表 1에 明記된 施設을
artillery, a Combat Electronic Warfare Intelligence (CEWI) battalion and an
同 事業에 配定된 予算範囲 (750萬弗) 內에서 建設한다.
AHIS TOW missile system to the 2d Infantry Division.

ARTICLE II
第 2 条

The ROK will at its own expense:
大韓民国側 負担

a. Design and construct those facilities shown on attachment 1.
別添 1에 明記된 施設의 設計 및 施工

b. Upon completion of construction, the action will be taken to release
工事完工時 SOFA 協次에 依拠, 施設을 駐韓美軍에 運営 維持를
those facilities to the USFK in accordance with the established SOFA procedure
하도록 引継하는 措置를 取함.
for operation and maintenance.

c. Connect the facilities water, electric power, sanitary sewer, and storm
同 施設의 給水, 電気, 下水, 排水施設을
drainage systems to the respective existing US distribution and collection systems.
既存 美軍施設에 各各 連結

ARTICLE III
第 3 条

The USFK will at its own expense:
駐韓美軍側 負担

a. Deploy, operate and maintain those systems addressed in Article 1.
第1条에 明示된 体制의 展開 運営 및 維持

b. Operate, maintain and manage those ROK provided areas and facilities
韓国側이 本 合意覚書 第2条나項에 依拠 引継한
provided by the ROK in accordance with Article II b of this MOA.
施設의 運営, 維持 및 管理

c. Remove any existing facilities on the construction sites.
建設敷地의 既存施設物 撤去

d. USFK agrees to consult with the ROK prior to redeploying to other
美国側은 本 施設内에서 運用될 部隊나 体制가 大韓民国内의
locations within the ROK the units and systems which are deployed in the facilities.
다른 地域으로 再配置되는 境遇 事前에 大韓民国側과 協議하기로 한다.
USFK agrees to return these facilities to the ROK when they are no longer needed
駐韓美軍은 聯合防衛目的에 더 以上 必要하지 않게 될 때에는 이들
for the purposes of the combined defense.
施設物은 大韓民国側에 返還하기로 한다.

e. Cooperate to the fullest extent with the ROK to expedite the construction
本 施設工事를 促進하기 為하여 最大限 協力한다.
of these facilities.

ARTICLE IV
第 4条

Construction quality control and inspection will be the responsibility of the ROKA.
施工質 管理 및 監督은 大韓民国 陸軍의 責任이다.
The USFK will observe the construction to ensure that US requirements are met.
駐韓美軍은 美側要求에 対한 附合与否를 確認하기 為하여 施工을 観察한다.

ARTICLE V
第 5条

ROK Government authorized military and contractor personnel constructing the
大韓民国 政府에 依해 認可된 軍人 및 本 施設工事契約 従事者는
facilities will be insured access to the construction site in accordance with
駐韓美軍 保安節次 規定에 依한 工事場 出入이 保障된다.
security procedures established by USFK. USFK will provide support, as available
駐韓美軍은 可能한 限 規定이 許容하는 範囲内에서 工事促進을
and within regulations, to expedite construction.
為한 支援을 提供한다.

ARTICLE VI
第 6条

The USFK Engineer or his designated representative is the primary Point-of-Contact
駐韓美軍 工兵参謀 또는 同人이 指名하는 代表者는 駐韓美軍과
(POC) between USFK and the ROKG representative. This does not preclude technical
大韓民国 政府 代表間의 主된 連絡者가 된다. 但, 이는 極東地区
discussions and consultations on the job sites between representatives of the Far
工兵団 代表者 및 大韓民国 政府 代表者들間의 工事現場에서의
East District Engineer and representatives of the ROKG.
技術的인 討議와 協議를 排除하지 않는다.

ARTICLE VII
第 7 条

The Far East District Engineer is designated as the U.S. Department of Defense
美極東地区 工兵団長은 本 合意覚書에 따라 遂行되는

Construction Agent for all work performed under this agreement. He and his duly
美国防省 建設 代理人으로 指名되며 同人과 同人이 正式으로 任命한

appointed representatives are referred to herein as the Designated Construction
代表者들은 本 合意覚書上에서 "指名 建設代理人(D.C.A)"로 称한다.

Agent (DCA).

ARTICLE VIII
第 8 条

All plans, specifications, and schedules used in construction shall be in English,
建設에 使用되는 모든 事業計劃, 示方書 工程表는 英語, 或은 韓英語로

or billingual and the English governing in cases of difference. All documents
作成되나 解釈上에 差異가 있을 境遇에는 英文本이 優先한다. 検討와

delivered to the USFK for review and approval will be in English.
承認을 為해 駐韓美軍에 伝達되는 모든 文書는 英文으로 한다.

ARTICLE IX
第 9 条

The detailed requirements for design provided by USFK to ROK shall be coordinated
駐韓美軍이 大韓民国에 提供하는 設計를 為한 細部要求条件은

with the related U.S. and ROK agencies and personnel to insure a complete design and
完全한 設計 및 施工을 保障하기 為하여 韓美関係機関 및 関係官과 充分히

construction.
検討되어야 한다.

ARTICLE X
第10条

All project plans and specifications to be used for construction shall be delivered
建設에 使用되는 모든 事業設計書 및 示方書는 概念段階(約35%)및

to the DCA for review and consultation when the design in completed to the Concept
最終設計(100%)가 完了되었을때 検討協議를 為해 D.C.A에

Stage (about 35%) and Final Design (100%). Detailed requirements for each of these
交付된다. 各 段階別 細部要求条件은 D.C.A에서 求得할 수 있고

stages may be obtained from the DCA and include five copies of the plans and
事業計劃書 및 示方書 各 5 部와 事前에 D.C.A가 要求하는

specifications, all drawings and specifications previously annotated by the DCA,
모든 設計図書 包含하며, 必要한 境遇 設計分析書가
and, if required, design analyses. Construction shall not start until project
包含된다. 工事는 事業設計書 및 示方書 作成이 完了되고
plans and specifications have been completed and reviewed by the DCA.
이에 対한 D.C.A의 檢討된 後 始作한다.

ARTICLE XI
第 11 条

ROKG is responsible for all facilities constructed and/or provided under this
本 合意覚書에 依拠 建設 및 提供되는 모든 施設物은 第 12 条에
agreement to meet the data provided by the USFK in accordance with Article XII;
依拠 駐韓美軍이 提供하는 諸般資料에 適合하도록 韓国政府가
however, all facilities will maximize the use of Korean materials. The use of
責任지며, 모든 施設物에는 韓国産 資材를 最大限 使用하며 海外
off-shore materials, as required, will be coordinated by the Special Working
調弁資材 使用에 対해서는 第 15 条에 記述된 特別 実務団에서
Group described in Article XV.
協議하기로 한다.

ARTICLE XII
第 12 条

USFK agrees to provide the following assistance through the DCA:
駐韓美軍은 D.C.A를 通해 다음과 같이 協調를 提供한다:

a. The DCA will provide, at no cost to the ROKG, detailed design criteria
D.C.A는 大韓民国 政府에 負担을 課하지 아니하고 事業計劃書 및
and definitive drawings showing design parameters, functional arrangements and
示方書 準備期間中 建築技士가 使用하는 配置図, 構造図
special requirements to be used by the Architect-Engineer (A-E) during prepara-
特別要求事項을 表示한 細部設計 基準 및 最終図面을
tion of the contract plans and specifications. These data and copies of
提供한다. 上記 資料 및 関係法規 美国標準의 写本
pertinent U.S. standards, codes, regulations and like information will be provided
其他 情報는 設計 開始前에 提供.
prior to the start of design.

b. The DCA will provide technical advice and assistance when available at
ＤＣＡ는 大韓民国 政府에 負担을 課하지 아니하고 可用範囲内에서
no cost to the ROKG.
技術助言 및 支援을 提供.

c. The DCA will review all A-E project drawings, specifications and design
ＤＣＡ는 大韓民国 政府에 負担을 課하지 아니하고 모든 建築
analyses at no cost to the ROKG.
技士用 設計図와 示方書및 設計分析書 検討.

d. The scope of the facilities will be as described in the detailed design
細部設計基準과 最終図面은 様式 1391에
criteria and definitive drawings for each project as summarized in the Form 1391's
各 事業別로 要約.
for each project.

e. Conduct a survey to determine soil conditions at each construction site.
各 施設敷地의 地質調査를 実施.

ARTICLE XIII
第 13条

The USFK POC will address all correspondence to the ROKG representative unless
駐韓美軍側 代表者와 大韓民国 政府側 代表者間에 別途의
other arrangements are specifically agreed upon between the USFK POC and the
具体的인 合意가 없는限 駐韓美軍側 代表者가 大韓民国 政府側에
ROKG representative.
모든 連絡을 取한다.

ARTICLE XIV
第 14条

Any future major modification of these facilities released to USFK under this
本 合意覚書에 依拠 駐韓美軍에 引継되는 施設의 基本的인
MOA which would alter the primary function will be subject to approval by the
機能을 変更시키는 向後 어떠한 主要変更도 大韓民国 政府의 承認을
ROKG. The ROK will not be required to provide an uninterruptible power system.
받아야 한다. 大韓民国은 無停電施設을 設置할 責任이 없다.

ARTICLE XV
第 15 条

The A-E firm selected by the ROKG will coordinate closely with the DCA during
大韓民国 政府에 依해 選定된 設計会社는 設計時에 ＤＣＡ와 緊密히
the design. The DCA will promptly review and comment on design submittals.
協調하고, ＤＣＡ는 交付된 設計図를 迅速히 検討하고 意見을 提示한다.
Design discrepancies discovered will be resolved before design continues.
設計上의 相違가 発見될 境遇는 設計가 進展되기 前에 解決토록하며,
Any discrepancies that cannot be resolved will be referred to the Special
이러한 相違가 解決될수 없을 境遇에는 韓美関係機関으로 構成되는
Working Group to be composed of ROK-US pertinent agencies for resolution.
特別実務団에 回附할 수 있다.
(ROK Chairman: Chief of Construction Division, US Chairman: USFK Engineer).
(大韓民国側 代表 陸軍工兵監室 建設課長, 美側代表 駐韓美軍 工兵部長)

ARTICLE XVI
第 16 条

If changes are required during the construction of the project to correct
施工途中 設計 또는 設計検討時 発見치 못한 缺陷을 修正하기
deficiencies which were not discovered during design or design reviews and such
為한 変更이 要求되는 境遇에 이러한 変更을 하므로서 安全하고
changes are necessary to insure a safe, complete, and fully operational
完全하여 充分한 施設運用을 保障할 수 있다고 第 15 条에 依해서
facility and approved by the Special Working Group established by Article XV,
構成되는 特別実務団에서 認定한 境遇에만 変更事項은
it will be mutually discussed and arranged to incorporate the changes into
駐韓美軍 負担없이 事業計劃에 包含하여 履行하도록 相互
the project at no cost to USFK.
協議 処理한다.

ARTICLE XVII
第 17 条

The DCA will continuously advise concerning all work in progress and the
ＤＣＡ는 継続的으로 設計図에 맞는가의 確認을 為해
workmanship of all completed facilities to assure adequacy and compliance
大韓民国 政府의 建設 監督官을 通해 進行中인 모든 作業과
with the design, but will coordinate with the ROKG construction inspection
完成된 모든 施設의 技術状態를 助言한다.
agency.

ARTICLE XVIII
第 18 条

All claims arising in connection with the performance of this agreement will
本 合意覚書 運営過程에서 惹起되는 請求権은 韓美駐屯軍
be dealt with according to the provisions of Article XXIII, SOFA.
地位協定 第23条의 規定에 依拠 処理한다.

ARTICLE XIX
第 19条

This Agreement, and Agreed Understandings thereto, shall be in English and
本 合意覚書 및 本合意覚書에 対한 諒解覚書는 韓美両国語로
Hangul. Both texts shall have equal authenticity, but in the case of divergence,
作成한다. 両国은 同等히 正本이나 解釈에 相違가 있을 境遇에는
the English text shall prevail.
英文本에 따른다.

ARTICLE XX
第 20 条

This Agreement will be reviewed by both Parties on 30 June of each year.
本 合意覚書는 毎年 6月30日에 雙方에 依해 検討된다.
Either Party may request revision of any part of the Agreement at any time,
両当事者中 一方은 언제든지 本 合意覚書의 어느 項이든지
in which case it shall be referred to the Special Working Group as described
修正을 要求할 수 있으며, 이러한 境遇 両側은 이를 第15条에
in Article XV for resolution.
記述된 特別実務団에 回附하여 解決한다.

ARTICLE XXI

第 21 條

This Agreement, and Agreed Understandings thereto shall enter into
本 合意覚書 및 本 合意覚書에 対한 諒解覚書는 両國政府가
force upon the signatures of the ROK and U.S. representatives.
公式 任命한 두 代表者가 署名하는 日字로부터 効力이 発生한다.
This Agreement and revisions thereof, shall remain in force while
本 合意覚書 및 本 合意覚書의 改正事項은 両当事者間 合意에
the Combined Forces Command is established, unless terminated by
依해 終了되거나 両当事者中 一方이 1年以前에 書面으로 相対
agreement between the two parties, or by either Party upon one years
方에 終了通報를 하지 않는 限 韓·美聯合司令部가 存續하는 동안
written notice to the other Party. The MOA will be recorded in the
効力을 갖는다. 本 合意覚書는 大韓民國과 美合衆國間의 그 発効를
Joint SOFA Committee minutes for the purpose of verifying its
確認하고 記録 및 参考를 目的으로 韓美合同委員会(S.O.F.A)의
effectiveness by U.S. and ROK, and for recording and referencing
会議録에 記録한다.
purposes.

Kenneth W. Meeks

Commander Kenneth W. Meeks
Chief, Real Estate/SOFA Division
Engineer, USFK/EUSA
駐韓美軍工兵部不動産/行協協当官
海軍 中領 케네스 W. 믹스

Colonel James K. Highfill
Engineer, USFK/EUSA
駐韓美軍 工兵部長
陸軍大領 제임스 K. 하이필

2 FEB 1982

Colonel CHA, DONG YUL
Chief, Construction Division
Office of the Engineer, HQ, ROKA
陸軍本部工兵監室建設課長
陸軍大領 車 東 烈

Major General HAN, SANG WOO
Director, Installations Bureau
Ministry of National Defense
國防部 施設局長
陸軍少将 韓 相 羽

2 FEB 1982

ATTACHMENT I
添 附 1

FACILITIES TO BE INITIATED IN CY 1982
'82 着 手 施 設 事 業

	PROJECT 事 業 名	LOCATION 位 置	PROJECT NUMBER 事業番號
1.	Battery Firing Positions 砲 床	Camp Pelham 펠 햄	2ID-CDIP-003
2.	Ammunition Holding Area 弾薬貯蔵地域	Camp Pelham 펠 햄	2ID-CDIP-001
3.	Ammunition Holding Area	Camp Stanton 스 텐 톤	2ID-CDIP-025
4.	Ammunition Holding Area	Camp Stanley 스 텐 리	2ID-CDIP-010
5.	Tactical Maintenance Facility 戰 術 整 備 庫	Camp Stanley 스 텐 리	2ID-CDIP-013
6.	Relocate Helipad 헬리패드 移設	Camp Pelham 펠 햄	2ID-CDIP-004
7.	Operations Center 作 戰 센 타	Camp Casey 케 이 시	2ID-CDIP-017
8.	Vehicle Maintenance and Parking Area 車輛整備 및 駐車場地域	Camp Stanley 스 텐 리	2ID-CDIP-012
9.	Avionics Maintenance Shop 航空電子整備庫	H 220	2ID-CDIP-022
10.	Helicopter Parking Pads 헬 기 駐 機 場	H 220	2ID-CDIP-023
11.	Vehicle Maintenance and Parking Area 車輛整備 및 駐車場地域	Camp Pelham 펠 햄	2ID-CDIP-002

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DEFENSE ASSISTANCE

Permanent Aircraft Operation Location

Memorandum of Understanding
Between the
UNITED STATES OF AMERICA
and the REPUBLIC of KOREA

Signed at Osan December 30, 1981
and January 20, 1982

S9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89–497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

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REPUBLIC OF KOREA

Defense Assistance: Permanent Aircraft Operation Location

Memorandum of understanding signed at Osan December 30, 1981 and January 20, 1982;
Entered into force January 20, 1982.

MEMORANDUM OF UNDERSTANDING
대 구 기 지
BETWEEN

THE UNITED STATES AIR FORCE
상주 작전부대 설치에 관한
AND

THE REPUBLIC OF KOREA AIR FORCE
한·미 공군간
CONCERNING

ESTABLISHING A PERMANENT TAEGU OPERATION LOCATION
양 해 각 서

I. Pursuant to Article II and IV of the United States of America and the
1954년 11월 17일부로 발효된 한.미 상호 방위조약
Republic of Korea (US-ROK) Mutual Defense Treaty,[1] effective 17 November
제 2조와 제 4조, 그리고 1967년 2월 9일부로
1954, and Article II, III and IV of the US-ROK Status of Forces Agreement[2]
발효된 한.미 행정협정 제 2조, 제 3조 및 제 4조에 의하여
(SOFA), effective 9 February 1967, the following agreement is entered into
한.미 공군의 각 대표는 다음 협정을 체결한다.
by representatives of the United States Air Force (USAF) and the Republic
of Korea Air Force (ROKAF). The current Memorandum of Understanding (MOU)
79년 3월 23일에 체결된
FB5255-MOUI-4001, dated 23 March 1979[3] will remain in effect until withdrawal
양해각서는 미공군 F-4D 의 철수가 완료될때까지
of USAF F-4D aircraft is complete (presently programmed for February through
유효하고 (현재 계획은 82년 2-4월 까지 임)
April 1982) at which time it will be superseded.
그 후 폐지 된다.

II. The purpose of this agreement is to establish a permanent operating
본 협정의 목적은 한국공군의 지원을 활용하여 지정된
location (OL of twelve (12) USAF-owned F-4E aircraft, designated 497th
대구 기지에 제 497 전술 비행대대 미공군 소요 12대의

[1] Signed Oct. 1, 1953. TIAS 3097; 5 UST 2372.
[2] Signed July 9, 1966. TIAS 6127; 17 UST 1679.
[3] Not printed.

Tactical Fighter Squadron (497TFS) at Taegu Air Base, utilizing ROKAF F-4E 항공기 상주 작전부대를 설치하는데 있다.

support. This operation shall be for an indefinite period of time.
본 운영은 무기한 지속될 것이다.

III. A Joint Coordinating Group (JCG) will be appointed to coordinate
본 협정의 각 조건과 조항하에 한.미 공군의 작영 조정을 위해

ROKAF and USAF responsibilities under the terms and conditions of this
합동 조정단을 구성한다.

agreement. This group shall consist of members as directed by the Joint
동 기관은 공동 의장이 지명한 단원으로 구성한다.

Chairmen. The 11th Tactical Fighter Wing Commander, ROKAF and the 51st
한국공군의 제 11전투 비행단장 및 미공군의 제 51혼성비행단

Composite Wing (COMPWG), Deputy Commander for Taegu, USAF are appointed
대구 지구 부대장은 합동 조정단의 공동의장이 된다.

as Joint Chairmen of this JCG. Meetings will be held on an as required
회합은 필요에 따라서 개최된다.

basis. Required members will be notified by the Joint Chairmen. This
공동의장은 필요한 요원을 소집한다. 동

group will maintain close interaction and coordination to insure that the
기관은 본 협정의 정신과 의도가 유지되도록 하며, 또한 문제점 해결을

spirit and intent of this agreement are maintained and to resolve problem
위한 긴밀한 상호 협정을 유지한다.

areas.

IV. The USAF will, at its sole expense:
미공군 담당 :

1. Station twelve (12) F-4E aircraft at Taegu Air Base in Second
'82 회계년도 2/4분기에 영구 운영을 위한 12대의 F-4E 를

Quarter of FY 82 for permanent operations.
대구에 주둔 시킨다.

2. Conduct peacetime or wartime operations IAW the designated opera-
제 497 전술전투 비행대대의 작전수행 능력에 따라서 평시 및

tional capability (DOC) of the 497TFS. Training will be commensurate with
전시 작전을 수행한다. 훈련은 평시훈련, 작전에서 경험,

the capability to accomplish 24 hour-a-day operations with ROKAF support
연습 또는 비상시 뿐만 아니라 전시 작전을 하는 동안 한국공군의 지원하에
during peacetime training, Operational Readiness Inspections, exercises
1일 24시간 작전을 수행할 수 있는 능력과 상응해 할 것이다.
or contingency situations, as well as wartime operations.

3. Coordinate the current Disaster Preparedness MOU (FB5255-MOUI-4009)
한국공군과의 현행 재난통제 양해각서(FB5255 - MOUI I -4009)에
with the ROKAF. Where ROKAF support cannot meet established USAF require-
협조한다. 한국공군의 지원이 미공군측 소요에 미치지 못할때는
ments, a USAF capability will be developed for disaster response teams,
재난통제반, 항공기 제독반 그리고 이와 유사한 기능을 위하여 미공군의
aircraft decontamination teams and similar functions.
능력을 발전시킨다.

4. Provide Base Operational Support (BOS), operations and logistical
제 497 전술전투 비행대대를 지원하기 위하여 필요에 따라 기지운영
support personnel as necessary to support the 497TFS.
지원, 작전 및 군수지원 요원을 제공한다.

5. Provide transportation required to support the 497TFS.
제 497대대를 지원하기 위한 수송을 담당한다.

6. Provide supplies necessary to support the 497TFS, such as bench
제 497대대의 지원에 필요한 현장 재고 소모품과 항공기 부품의
stock expendables, and non-expendable aircraft component parts and aircraft
비소모품 및 항공기 엔진등 보급품을 제공한다.
engines.

7. Provide aircraft support equipment, special tools, and test equip-
일선 비행운영을 지원하기 위한 항공기 장비, 특수공구 및
ment to support flightline operations. In addition, provide F-4E peculiar
시험장비를 제공한다. 추가하여 F-4E 에 독특한
internal gun system equipment and intermediate level shop equipment required
내부 기총장비를 제공하고 특수계통 구조의 시험과 수리에 소요되는
for testing and repair of unique system configurations (e.g., ALR-46,
야전급 공장용 장비를 제공한다. (예, ALR-46,

ASQ-153, Mode IV IFF, Secure Voice, ALQ-119, ALE-40, ASG-26, AVTR, KB-25,
ASQ-153, Mode IV IFF, Secure Voice, ALQ-119,ALE-40,ASG-26,AVTR,
APX-80/81, APQ-120, F-4E Peculiar Fuel System Test Equipment, Avionics SE
KB-25,APX-80/81,APQ-120,F-4E 특수연료계통 시험장비, 항공전자 지원장비 범주
(Cat I, II, III PME). Assigned USAF specialists will jointly use ROKAF
I,II,III 정밀측정장비). 배속된 미공군 특기 정비사는 한국공군의 공장정비를
shop equipment.
공동으로 사용한다.

8. Accomplish maintenance on USAF unique and specialized systems.
미공군 특수계통에 대한 정비를 수행한다.

The Centralized Intermediate Repair Facility (CIRF), will perform interme-
중앙 야전수리부서(CIRF)가 모든 중앙 야전 수리부서
diate maintenance and repair on all CIRF supported systems. The 51COMPW
지원계통에 대한 야전정비와 수리를 담당한다. 51혼성
will provide intermediate level maintenance on the F-4E aircraft weapons
비행단은 F-4E 무장투하 장비의 야전급 정비를 제공한다.
release unit (AWRU).

9. Provide a USAF jet aircraft mechanic for each aircraft to provide
한국공군 기장을 돕고 중간 역할을 담당할 수 있도록 각 항공기에
interface and assistance to the ROKAF crew chief.
미공군 제트 항공기 정비사를 배정한다.

10. Establish maintenance practices/procedures compatible with ROKAF
바람직한 성과 획득을 위하여 이미 제정되어 있는 미공군 정비
practices/procedures which produce desired results, possibly by means
절차에 가능한한 한국공군의 정비 절차를 조화시킨 정비 절차를
different from established USAF practices/procedures. USAF maintenance
확립 시킨다. 미공군 요원
and safety practices/procedures will be followed in those functions
통제하의 기능들에 대해서는 미공군의 정비 및 안전 절차를 준수한다.
controlled by USAF personnel. For those functions in which ROKAF practices/
한국공군의 절차를 적용해야 할 기능에
procedures apply, USAF personnel will abide by ROKAF procedures using USAF
있어서는 미공군 요원은 미공군 제도의 지침하에 한국공군의 절차를 따른다.
practices/procedures as guidelines.

11. Establish requirements for training munitions and provide
훈련탄약의 요구 수준을 설정하고 한국공군
familiarization/indoctrination for ROKAF load crews on USAF peculiar
무장장착조를 위하여 미공군의 특수 제대 탄약 및 특탄
conventional munitions and bomb dispensers.
장착에 대한 숙달 교육을 실시한다.

12. Provide required munitions assembly and delivery support.
소요되는 탄약의 조립과 이송을 지원한다.

13. Provide assistance to the ROKAF on checkout, handling and mainte-
한국공군에 LGB 및 AGM-65 (MAVERICK) 를 위한
nance procedures for Laser Guided Bombs (LGB), and AGM-65 (Maverick)
점검, 취급 및 정비 절차에 대한 협조를 제공한다.
precision guided munitions.

14. Provide special required communications equipment and services
소요 특정 통신장비를 제공하고 한국공군에서 지원받을 수 없는
that cannot be furnished from ROKAF resources.
장비를 담당한다.

15. Insure support for intrabase radio, telephone, MMICS and require-
영내용 무전기, 전화, MMICS 그리고 시설 및 정비활동과 관련된
ments associated with facilities and maintenance activities.
소요에 대해 지원한다.

16. Establish and maintain a temporary restricted area (IAW AFR 207-1)
첫번째 업체로 부터 열여섯번째 업체로 까지를
from Wonder Arch one to Wonder Arch sixteen.
임시 제한 구역으로 설정하고 유지한다.

17. Maintain mutually agreeable security implementing procedures to
정비, 비행운영 및 항공기 장비등 비행대기선에서
accommodate USAF and ROKAF interface in flightline operations, i.e.,
한국공군 및 미공군에 공통으로 적용될 상호 합의된
maintenance, flight operations and aircraft security. In those instances
보안 시행절차를 유지한다. 모든 적용 가능한
where all applicable security requirements cannot be met, a request for
보안상의 요구를 충족시킬 수 없는 경우에 5공군 사령부를
deviation (AF Form 116) will be submitted to HQ PACAF/SPP thru 5AF/SPO.
통하여 변경 요구를 신청한다.

18. Establish mutually agreeable restricted area entry and internal
단일 출입증을 채용하는 상호 합의할 수 있는 제한구역 출입 및
procedures utilizing a single badge system. The ROKAF Restricted Area
내부 절차를 설정한다. 한국공군 제한구역 출입증은
Badge will be utilized in lieu of the USAF 1199 series badge. With exception
미공군 1199 계통의 출입증 대신에 사용될 수 있다. 단, 태평양 공군
of PACAF IG team members conducting ORI/MEIs who will utilize USAF 1199.
감찰감 팀원반이 ORI/MEI 실시차 미공군 1199 출입증을 사용하는 경우는 제외한다

19. Provide through an authorization for the 6497 Consolidated Aircraft
미공군 항공기 정비를 담당하는 11전투비행단 정비대대
Maintenance Squadron (CAMS), one three passenger pickup truck to the 11TFW
정비감독 차에게 3인용 픽업트럭 1대를 6497 정비대대를
(ROKAF) Organizational Maintenance Squadron (OMS) Maintenance Supervisor
위하여 승인을 득한후 제공한다.
responsible for the maintenance of USAF assigned aircraft.

a. Vehicle shall be subject to USAF operating policies and
차량은 미공군 지시 및 규정에 의거한다.
regulations. It will be operated in support of USAF mission only and
차량은 미공군 지원만을 위하여 운영되며,
restricted to use in the general flightline areas.
비행대기선 지역내에 국한된다.

b. Vehicle will be operated only by a operator meeting USAF vehicle
차량은 미공군 차량 운전자 요구에 충족되고
operators requirements and holding a valid USAF flightline approved SF Form
미공군 승인 운전면허 소지자에 한하여 운영된다.
46 (USAF drivers license) only.

c. If vehicle is out of service for inspection, undergoing
차량이 검열을 받지 못하고 압수 당할시
routine of impoundment, the USAF is under no obligation to provide a
미공군은 대체 차량을 제공할 의무가 없다.
replacement vehicle.

d. When authorized by HQ PACAF/LGT, other ROKAF personnel holding
SF FORM 46을 소지하고 있는 다른 한국공군 요원도 태평양사령부로

a valid SF Form 46 may operate USAF vehicles in support of the USAF mission.
부터 승인을 득했을시 미공군 임무를 지원하기 위하여 미공군 차량을 운영할 수 있다.

e. Provide routine fuel servicing and repair to USAF vehicles.
미공군 차량의 수리 및 연료를 지원한다.

Costs resulting from negligence or abuse while under the control and use
한국공군의 통제 및 사용하에서 소홀 및 부터로 야기되는 비용은

of ROKAF shall be borne by ROKAF.
한국공군이 부담한다.

20. Provide four aircraft refuelers to the ROKAF to be used in support
제 497 전술전투비행대대 작전 지원용으로 4대의 항공기 급유차를

of 497TFS operations. These vehicles shall be integrated into the existing
한국공군에 제공한다. 동 차량은 대구기지의 한국공군 급유차 부대에

ROKAF refueler fleet at Taegu Air Base.
통합된다.

a. Provide spares support for aircraft refuelers. All parts
항공기 급유차의 예비품을 지원한다. 모든 부품

(spare and bench stocks) issued will be for the sole purpose of repairing
(예비품 및 현장재고)은 미공군 항공기 급유차 수리 목적에만 불출된다.

the USAF aircraft refuelers.

b. Develop a bench stock which will be stored in the ROKAF
현장 재고를 설정하여 한국공군 급유차 정비지역에 보관하며

refueler maintenance area under USAF accountability and under the operational
미공군 계정하에, 그리고 한국공군의 운영 통제하에 둔다.

control of the ROKAF.

c. Normal USAF due in from maintenance (DIFM) procedures (as
수리 순환 품목에 대해서는 AFM67-1 2권 2장에 기술된

described in AFM 67-1, Vol II, Part Two) will be used for repair cycle
정상적인 정비 절차를 사용한다.

DIFM type items.

d. Provide all depot level maintenance for USAF refuelers upon
미공군 급유차에 대한 창급 정비요구가 결정되면 모든 창급
determination that depot level maintenance is required.
정비를 제공한다.

e. In the event of a contingency provide ROKAF the maximum amount
비상시 항공기 급유차량 2대의 철수가 필요하다는 작전 요구가
of advance notice consistent with operational requirements should it
있으면, 한국공군에 최대시한의 사전 통보를 한다.
become necessary to withdraw two aircraft refuelers.

21. Certify ROKAF refueling operator qualifications and issue US
한국공군 연료보급 요원에게 자격증을 부여하고, 미 정부차량
Government Motor Vehicle Operators Identivication Cards (SF 46).
운전면허를 (표준 양식 46) 발급한다.

22. Conduct orientation/familiarization for ROKAF personnel on new
한국공군 폭발물 처리반이 취급하거나 지원해야 할 새로운
munitions, for which they have access, assigned to or supported by the ROKAF
탄종에 대하여서 한국공군 취급요원에게 관속 교육을 실시한다.
EOD unit. Respond to aircraft/vehicle or munitions accidents/crashes bomb
미공군 지원을 위한 항공기/차량 또는 탄약의 사고/추락 및
threats involving USAF resources or when assistance is requested through
폭발물 위협에 대하여 적절한 경로를 통해 지원 요청이 올때는
appropriate channels.
조치해 준다.

23. Conduct a safety investigation by USAF personnel in the event of
미공군의 요원, 항공기, 폭발물 혹은 유도탄과 관련된
a flight, ground, or weapons mishap involving USAF personnel, aircraft,
비행, 지상 및 폭발물 사고의 경우와 더불어 사고에 영향을
explosives or missiles, to include investigation of all areas of operations,
주었을지도 모르는 작전지원과 정비의 모든분야에 대해
support and maintenance which might have a bearing on the mishap. A
미공군 요원은 안전조사를 실시한다.
maximum degree of cooperation will be afforded to the nations involved in
사고발생시에는 최대의 협조를 제공한다.

the mishap. At the time another nation, personnel, or equipment appeared
어떠한 국가, 인원 및 장비가 사고로 인해 손상을

to be "causal" in the mishap, that nation should be afforded the opportunity
입었을시 그 국가는 사고조사에 참여할

to participate in the investigation. He may be granted access to all
기회가 주어진다. 그 국가는 모든 자료에

factual data but may not take part or be a witness to the testimoney or
접할 수는 있으나 증언이나 심의에 참여할 수는

deliberations. The investigation will be accomplished under the laws of
없다. 사고조사는 조사를 담당하고 있는국가의

the nation performing the investigation and, depending on the laws of that
법에 의거하며 그 국가의 법에 따라

nation, certain information and reports may be considered privileged.
특정한 자료 및 보고에 특혜가 주어질 수 있다.

Release of mishap information will not violate the security of privileged
사고조사 보고서 공개는 조사 국가의 특혜가 있는

information laws of the investigating nation. Release of information
자료에 관하여 보안을 위배하여서는 안된다. 미공군 사고에

relating to USAF mishap must be requested and processed in accordance with
관계되는 보고서 공개는 공군규정 12-30에 의거 신청을 통하여 처리하여야

AFR 12-30.
한다.

24. In the event of Exercises, Contingencies or Operational Readiness
작전훈련, 우발사건 및 작전태세 점검의 경우 전쟁

Inspections, provide War Reserve Stocks (such as munitions, tanks, racks,
예비품자(탄약, 연료탱크, 랙크, 아답터, 파이론 및 채프등)를

adapters, pylons and chaff). The USAF would, at its sole expense, provide
제공한다. 미공군은 자체경비로 미공군 항공기의 수리및

subsistence to ROKAF personnel during exercises who are assigned and
정비를 위해 배속되어 미공군 요원과 함께 근무하는 한국공군 요원으로서

working directly with USAF personnel on the repair and maintenance of
미공군 감독관이 판단하여 식사를 위해 작업장을 이탈할 수 없는 요원

USAF aircraft and are determined in writing by the USAF supervisor to be
에게는 생계를 제공한다.

unable to leave the work area for meals.

25. Maintain and operate the aircraft crash recovery crane in support
제 497대대를 지원하는 항공기 복구 크레인을 유지
of the 497TFS. Certify ROKAF operators and issue US Government Motor
운영한다. 한국공군 운전 요원의 운전자격을 증명하여
Vehicle Operators Identification Card (SF 46) to qualifed operators. Permit
미정부 자동차 운전 면허증(표준 양식 46)을 발급한다. 해당
utilization of the aircraft recovery crane by ROKAF personnel for ROKAF
경로를 통하여 요청이 있을시, 한국공군 요원이 한국공군 항공기에 항공기
aircraft when requested through appropriate channels.
복구 크레인을 사용할 수 있도록 허용한다.

26. Provide snow removal on taxiways from Wonder Arch 1 - 16 to main
엄체호 1-16으로 부터 주 유도로에 이르기 까지 유도로상의 제설작업을
taxiway.
담당한다.

27. Station, on an as required basis, the 497TFS supervisor of flying
필요시에 한하여, 제 497대대의 비행감독관(SOF)을 현용 활주로
(SOF) in the active runway supervisory units (RSU).
감독부서(RSU)에 배치시킨다.

28. Provide, install, operate and maintain in concert with para 14,
미공군 특별 비행감독관의 소요를 충족시키기 위해, 위의 제 14절
above, necessary UHF radio equipment and other RSU type equipment to
에서와 같이 필요한 UHF 무선장비와 기타 감독부서 RSU 용 장비를
provide for special USAF SOF requirements.
제공, 설치, 운영 및 유지한다.

29. Provide, install, operate and maintain a portable VASI installation
임시로 대구기지에 휴대용 VASI 시설을 제공, 설치, 운영 및 유지
at Taegu AB on a temporary basis.
한다.

30. Provide required maintenance Technical Orders which are F-4E
F-4E 에 필요한 정비 T.O 를 제공한다.
peculiar.

31. Provide air traffic control (ATC) coordinator(s) to assist ROKAF
한국공군 요원을 협조하기 위한 항공관제 협조자를 제공한다.
personnel. Duties outlined in FB5294-MOUI-2015.
임무는 PB 5294-MOU I - 2015 에 기술되어 있다.

V. The ROKAF will, at its sole expense:
한국공군 담당

1. Provide maintenance, including assignment of crew chiefs, on
한국공군은 능력 범위내에서 미공군 F-4E 12대에 대해
twelve (12) USAF-owned F-4E aircraft, associated equipment and aircraft
기장을 포함한 정비지원, 관련장비, 항공기 지원장비를 제공한다.
support equipment (SE), within its capability, with the exception of CIRF
단, 중앙 아전 수리부서 관리 품목 및 한국공군의 능력밖이거나 최급 이
managed items and unique/specialized, USAF peculiar systems for which ROKAF
인가되지 않은 미공군 특유의 전문화된 계통은 제외한다.
has no capability or access authorization.

2. Provide all maintenance, servicing and loading of 497TFS aircraft.
제 497대대 항공기의 모든 정비, 급유, 무장을 담당한다.
Maintenance, servicing and loading will be on an as required basis,
전시 작전뿐만 아니라 평시 훈련 작전에서 경연, 연습 혹은
including 24 hour-a-day operations as required for peacetime training,
비상사태에 대처한 1일 24시간 작전을 위한 항공기 정비, 급유, 무장
Operational Readiness Inspection, exercises or contingency situations, as
장착의 작업을 실시한다.
well as wartime operations. Aircraft will be generated during wartime,
제 51 혼성비행단의 현행 작전계획에
Operational Readiness Inspections and peacetime exercises, within the time
설정된 시간 계획내에서 전시, 작전에서 경연 및 평시 연습을 위해
frame established for the 51st COMPWG in current plans.
항공기를 가동시킨다.

3. Provide operational support to USAF flight activities, e.g., air
미공군 비행활동에 필요한 항법시설, 기상등 작전지원을
traffic control, weather, etc.
제공한다.

4. Provide communications equipment and services as available.
가능한 통신장비 및 통신지원을 제공한다.

5. Provide fuel under terms of the replacement in kind (RIK) agreement
현물 상환협정(FB 5294 - MOU I - 2011)에 따른 연료를
(FB5294-MOUI-2011).
제공한다.

6. Provide required missile maintenance and assembly as requested by
미공군 요청이 있을 경우 소요 유도탄의 정비와 조립을 담당한다.
USAF.

7. Maintain USAF owned aircraft refuelers provided in accordance with
기술지시36-1-23에 명시된 상태로 미공군 보유 항공기 급유차를
T.O. 36-1-23 specified condition.
유지한다.

a. All maintenance and operations efforts concerning the refuelers
급유차량의 모든 정비와 운영은 미공군 지시에 따르며,
will be in accordance with applicable USAF directives, to include vehicle
차량 기록을 유지한다.
records.

b. In the event the refuelers must be returned to the USAF, they
급유차량을 반납해야할 경우, 미공군 기술지시 36-1-23의
will be returned in USAF T.O. 36-1-23 condition.
상태로 반환되어야 한다.

8. Provide EOD support for 497TFS aircraft. Respond to aircraft/
제 497대대 항공기에 대한 폭발물 처리 지원을 담당한다. 미공군
vehicle or munition accidents/crashes or bomb threats involving USAF
차량을 포함한 항공기, 차량 또는 탄약에 관련된 사고 및 추락 또는 폭발
resources.
위협에 대해 조치한다.

9. Allow USAF personnel to conduct a safety investigation in the
미공군 인원, 항공기, 폭발물 혹은 유도탄의 비행, 지상
event of a flight, ground, or weapons mishap involving USAF personnel,
또는 무장 사고시에 안전조사 뿐만 아니라 사고에 관련될 수 있는
aircraft, explosives or missiles to include investigation of all areas
전반적인 작전, 지원 및 정비분야 까지
of operations, support and maintenance which might have a bearing on the
미공군 요원의 안전조사를 허용한다.
mishap.

10. Provide snow removal on main taxiways and runways as required by
미공군 작전상 소요에 따라, 주 유도로와 활주로의 제설작업을
USAF operational needs.
담당한다.

11. Provide perimeter defense on the installation.
시설물의 외곽 방어를 담당한다.

12. Be responsible for the handling and processing of prisoners of
전쟁포로 취급 및 후임을 진다.
war (POWs).

13. Equip and train personnel directly supporting USAF aircraft sortie
미공군 화학전 방어지시에 준하여 미공군 항공기의 비행을 직접
generation IAW USAF chemical warfare defense directives.
지원할 인원과 장비를 갖추게 하고 훈련한다.

14. Comply with all USAF explosive safety requirements as set forth in
미공군 탄약의 취급 및 운반에 적용하는 미공군
AGR 127-100 and other directives in relation to handling/transportation of
규정 *127-100*및 기타 지시서에 기술된 폭발물 안전요구 조건을
USAF munitions. Also pursue all necessary means to reduce and remove
준수한다. 또한 미공군 탄약의 취급 및 운반의 결과로
explosive safety hazards created as a result of the handling/transportation
발생된 안전장애를 감소 또는 제거시키는데 필요한 모든 방법을
of USAF munitions.
수행한다.

15. During Operational Readiness Inspections or Contingency Operations,
작전대세 점검 또는 비상작전을 하는 동안 미공군 보급의 전쟁 예비
USAF supplied War Reserve Materials will be used to configure 497TFS aircraft
품자는 위의 2절에 명기된 제 497 전술전투비행대대 항공기를 무장하는데
as outlined in para 2 above.
사용한다.

16. ORI tasking of the 497TFS will cover those assets reported in the
제 497대대의 작전대세 점검 임무부여는 일일 부대능력 측정적도에
daily UCMS. Scenario play will only cover USAF functions, and allowances
보고된 모든 자산을 망라한다. 각본에 의한 연습은 단지 미공군 기능만을

will be made for the uniqe nature of the joint ROKAF/USAF manning. MEIs
포함하여, 한.미 공군 공동인원 배치의 독특한 특성을 고려한다.

will cover all USAF functions in place at Taegu.
MEI 는 대구 기지의 미공군 전 기능을 망라한 것이다.

17. Provide intermediate level maintenance support equipment on systems
미공군과 6100 군수지원 대대에서 독자적으로 정비를 수행할 수 없는

compatible to USAF aircraft except those systems solely maintained by USAF
것을 제외하고는 하전급 정비지원 장비를 제공한다.

or 6100 LSS (Logistic Support Squadron). Support equipment peculiar to
미공군이 소유하고 있는 항공기에

USAF owned aircraft shall be maintained by USAF.
관한 특수 지원장비는 미공군에서 정비한다.

18. Insure ROKAF operators are certified and issued a US Government
미공군 차량 운전요원이 미공군 면허를 소지

motor vehicle operators identification card (SF46) to operate USAF provided
할 수 있도록 보장한다.

vehicles.

19. Allow 497TFS SOF access to the active RSU for the purpose of
부여된 임무를 수행할 목적을 위한 제 497대대 비행감독관의 현용

conducting assigned duties.
활주로 감독부서 출입을 허가한다.

20. Provide adequate space for the installation of all necessary UHF
미공군 비행감독관의 특수소요를 위하여, 현존 RSU 시설 개선에

and other equipment necessary to upgrade existing RSU facilities for
필요한 모든 UHF 장비 및 기타 장비의 가설에 필요한 충분한 장소를

special USAF SOF requirements.
제공한다.

21. Notify the 6168CSS Commander's designated representation of
제 6168 전투지원 대대장이 지정한 대표자에게 미공군 작전에

airfield conditions or restrictions to include NOTAMS, that may affect
영향을 줄지도 모르는 NOTAMS 를 포함한 비행장의 상태 및 제한사항에

USAF operations.
대해 통보한다.

VI. The USAF aircraft, equipment and material used in support of 497th
제 497 전술전투 비행대대의 지원에 사용되는 미공군 항공기, 장비 및
Tactical Fighter Squadron, will at all times remain the property of the
물자는 항상 미공군 재산으로 존속하며, 언제나 미공군이 관할권을
USAF and the USAF will have the right of access thereto at all times. The
갖는다. 항공기
aircraft, equipment and material shall not be considered to be set aside
장비 및 물자는 본 협약에 의거한 목적 이외의 어떠한 용도에도
or reserved for any use except as permitted hereunder.
사용될 수 없다.

VII. Claims arising under this agreement or as a result of this operation
본 협정하에서 발생되거나, 본 작전운영의 결과로 발생되는 배상 청구는
will be governed by Article XXIII of the US-ROK SOFA.
한.미 행정협정 23조에 의거 처리한다.

VIII. This Memorandum of Understanding (MOU) will be bilingual (Korean
본 양해각서는 한.미 2개국어로 작성되며, 한국어와 영문판간의
and English) and in the event of a conflict between the Korean and English
해석 차이가 발생할때는 영문판본이 우선권을 갖는다.
version, the English version will govern. Other conflicts will be resolved
기타 해석상의 차이는 제의
by or through the JCG provided for in III, above.
III절에 기록된 합동 조정단을 통하여 해결된다.

IX. Revision or modification of this Memorandum of Understanding (MOU) may
본 양해각서의 개정 또는 수정은 쌍방의 상호 동의에 의거
be accomplished by mutual consent of both parties concerned. This agreement
수행된다. 본 협정은
will be reviewed annually. The review will begin ninety days prior to the
매년 검토된다. 검토는 매년 협정일 또는
anniversary or termination date of this agreement. Unless major revisions
본 협정 만기일의 90일 전에 시작한다. 주요 개정사항이
are made, the completed review may be certified by the Joint Chairmen of
없는한 합동 조정단의 공동의장의 확인으로 검토를 종결한다.
the JCG.

X. This agreement shall become effective upon the date the signatures of
본 협정은 한국공군과 미공군 관계 대표의 서명일을 기하여 효력을
the appropriate representatives of the ROKAF and the USAF have been affixed
발생한다.
hereunto. This agreement will remain in effect during wartime contingencies
본 협정은 전시 비상사태에도 효력이 유지되며, 발효일로 부터
and will terminate five years from the effective date. However, this agree-
5년간 유효하다. 그러나 본 협정은
ment may be cancelled at any time by mutual consent of the parties and it
쌍방의 동의에 의해 언제라도 취소될 수 있으며, 일방이 상대방에게
may be cancelled by either party upon giving at least thirty days written
최소한 30일전에 서면통보를 함으로써 취소할 수 있다.
notice to the other party.

FOR THE REPUBLIC OF KOREA
대한민국 공군을 대표하여
AIR FORCE

KIM, IN KI
김 인 기
LT GENERAL, ROKAF
한국공군 중장
COMMANDER

COMBAT AIR COMMAND
작전사령관
DATE: 30 Jan. 82
일자

FOR THE UNITED STATES
미 공군을 대표하여
AIR FORCE

Fred A. Haeffner

FRED A. HAEFFNER
프레드 에이. 헤프너
MAJOR GENERAL, USAF
미 공군 소장
COMMANDER

314TH AIR DIVISION
제 314 비행사단장
DATE: 30 DEC 81
일자

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Agreement Between the
UNITED STATES OF AMERICA
and INDONESIA

Signed at Jakarta March 20, 1982

with

Agreed Minutes

S 9.10:

NOTE BY THE DEPARTMENT OF STATE

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INDONESIA

Agricultural Commodities

Agreement signed at Jakarta March 20, 1982;
Entered into force March 20, 1982.
With agreed minutes.

AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF INDONESIA
AND THE GOVERNMENT OF THE UNITED STATES OF AMERICA
FOR SALES OF AGRICULTURAL COMMODITIES

The Government of the United States of America and the Government of Indonesia agree to the sale of agricultural commodities specified below. This agreement shall consist of the preamble and Parts I and III of the agreement signed December 2, 1980,[1] together with the following Part II:

PART II. PARTICULAR PROVISIONS:

Item I. Commodity Table:

Commodity	Supply Period (U.S. FY)	Approximate Quantity (MT)	Maximum Export Market Value (DOLS MILLION)
Wheat	1982	104,000	17.5

Item II. Payment Terms: Convertible Local Currency Credit (CLCC)

(A) Initial payment - ten (10) percent;

(B) Currency use payment - ten (10) percent for section 104(A) purposes;

(C) Number of installment payments - twenty-six (26);

(D) Amount of each installment payment - approximately equal annual amounts;

(E) Due date of first installment payment - five(5) years after date of last delivery of commodities in each calendar year;

(F) Initial interest rate - two (2) percent;

(G) Continuing interest rate - three (3) percent.

Item III. Usual Marketing Table:

Commodity	Import Period (U.S. FY)	Usual Marketing Requirement (MT)
Wheat	1982	925,000

[1] TIAS 10063; 33 UST.

Item IV. Export Limitations:

(A) The export limitation period:

The export limitation period shall be United States fiscal year 1982, or any subsequent United States fiscal year during which commodities financed under this agreement are being imported or utilized.

(B) Commodities to which limitations apply:
For the purposes of Part I, Article III (A) (4) of this agreement, the commodities which may not be exported are: wheat flour, rolled wheat, semolina, farina, and bulgur (or the same products under a different name).

Item V. Self-Help Measures:

(A) The Government of Indonesia agrees to undertake self-help measures to improve the production, storage, and distribution of agricultural commodities. The following self-help measures shall be implemented to contribute directly to development progress in poor rural areas and enable the poor to participate actively in increasing agricultural production through small farm agriculture.

(B) The Government of Indonesia agrees to undertake the following activities and in doing so to provide adequate financial, technical and managerial resources for their implementation:

(1) To improve the marketing infrastructure for farm commodities by the establishment of cooperative collection points.

Benchmark: In FY 1982 the GOI will commence establishing five cooperative collection points in each county (Kecamatan), initially on Java only, where small farmers can sell their grain to cooperatives for delivery to the Indonesian state grain buying agency. Each collection point will be equipped with a warehouse and office, weighing and testing equipment, a calculator, a small truck and a bicycle. These collection points will be completed by March 31, 1983.

(2) Provide funds for the development of groundwater irrigation in order to allow the production of more than one crop.

Benchmark: In FY 1982 the GOI will allocate funds to groundwater management and conservation programs in several regions of the country. Projects will study the feasibility and then develop the potential of using groundwater irrigation make possible double cropping.

Item VI. Economic development purposes for which proceeds accruing to importing country are to be used:

(A) The proceeds accruing to the Government of Indonesia from the sale of commodities financed under this agreement will be used for financing the self-help measures set forth in the agreement, and for development in the agricultural sector, in a manner designed to increase the access of the poor in the recipient country to an adequate, nutritious, and stable food supply.

(B) In the use of proceeds for these purposes emphasis will be placed on directly improving the lives of the poorest of the Indonesian people and their capacity to participate in the development of their country. The measures identified under Item V will directly benefit the needy in the following ways:

(1) The establishment of commodity collection points will help small farmers by reducing their losses from deterioration and by enabling them to obtain optimum prices for their products.

(2) The groundwater development program will help to raise farm income by assisting those disadvantaged farmers who are unable to raise a second or third crop during the year due to inadequate water resources during the dry season.

IN WITNESS WHEREOF, the respective representatives, duly authorized for the purpose, have signed the present agreement. Done at Jakarta, in duplicate, the 20th day of March, 1982.

REPUBLIC OF INDONESIA

By _____

Rusli Noor

Title Director General
Foreign Economic,
Social and Cultural
Relations.

UNITED STATES OF AMERICA

By _____

John C. Monjo

Title Chargé d' Affairs
of the Embassy of the
United States of
America.

United States Department of Agriculture | Foreign Agricultural Service | Office of Agricultural Counselor

AGREED MINUTES

The following minutes of negotiations of the PL-480 Title I[1] Agreement of March 20, 1982 are agreed upon by the representatives of the signatory Governments:

1. The representatives of the Government of Indonesia understand that the Preamble and Parts I and III of the December 1980 Title I, PL-480 Agreement has been made a portion of this Agreement.

2. The representatives of the signatory Governments understand and agree with the provisions of this Agreement which are covered in Attachments I and II to these Agreed Minutes.

DONE at Jakarta on this 20th day of March, 1982.

UNITED STATES OF AMERICA

[2]

REPUBLIC OF INDONESIA

[3]

[1] 68 Stat. 455; 7 U.S.C. § 1701 *et seq.*
[2] Alan W. Trick.
[3] Bustanil Arifin.

ATTACHMENT 1

PROPOSED PROVISIONS OF FY 1982 PL-480 TITLE I AGREEMENT

AGREEMENT

The FY 1982 (October 1, 1981 - September 30, 1982) Agreement will consist of:

1) A preamble, incorporating by reference the preamble and Parts I and III of the Title I, PL-480 Agreement of December 2, 1980;

2) The Part II detailed below. The preamble and Parts I and III of the December 2, 1980 Agreement are standard documents which are applicable to all Title I, PL-480 Agreements. Part II is applicable to this specific Agreement with the Government of Indonesia (GOI). The final Agreement should be identical to that set forth below.

COMMODITY COMPOSITION

The proposed commodity composition is shown in Item I, Part II, below. At GOI request, wheat is programed at 104,000 mt, with a market value of $17.5 million.

The dollar value which is identified as the maximum export value, will control the size of actual purchases. In case unit values become higher than those projected in the Agreement, purchases will be limited to the dollar value specified in the Agreement. This is in accordance with Article I, E, Part I of the Agreement.

COMMODITY DELIVERIES

Supply period of the Agreement is United States fiscal year 1982. In order to expedite implementation of Agreement after signature, GOI is encouraged to make early request, through their Embassy in Washington, for Purchase Authorization (PA's). GOI representatives should also open Letters of Credit promptly for both commodity and freight after PA's are issued, commodities are purchased and vessels booked.

PAYMENT TERMS

Proposed payment terms are shown in Item II, Part II set forth below. In keeping with current policy objectives, we are seeking to alter the terms of the Title I Agreements. As Indonesian foreign exchange reserves are comparably large compared to other recipient countries, we are proposing to shorten the length of terms for the FY 1982 program. The financing for the Agreement provides for $17.5 million under convertible local currency credit terms of thirty (30) years, including a five (5) year

PAYMENT TERMS - cont'd

grace period, with an interest rate of two (2) percent during the grace period and three (3) percent thereafter. The terms also provide for an initial payment of ten (10) percent and a ten (10) percent currency use payment.

USUAL MARKETING REQUIREMENTS

The usual marketing requirements are set forth in Item III of Part II below. The UMR is set at 925,000 mt of wheat. This is based on a five (5) year average of commercial imports covering the fiscal years 1976 through 1980.

EXPORT LIMITATIONS

The provisions shown in paragraph A and B, Item IV, Part II, below are standard.

SELF-HELP MEASURES AND UTILIZATION OF LOCAL CURRENCY

A) Section 109 (A) of PL-480 requires that, before entering into Agreements for the sale of commodities, consideration be given to the extent to which the recipient country is undertaking self-help measures to increase per capita production and improve the means for storage and distribution of agricultural commodities. In addition it is required that particular account be taken to determine the extent to which the measures are being carried out in ways designed to contribute directly to development progress in poor rural areas and to enable the poor to participate actively in increasing agricultural production through small farm agriculture.

B) Section 106 (B) provides that in negotiating Agreements, emphasis shall be placed on the use of such proceeds for purposes which directly improve the lives of the poorest of the recipient countries people and their capacity to participate in the development of their country. Greatest emphasis is required to be placed on the use of such proceeds to carry out programs of agricultural development, rural development, nutrition and population planning in accordance with Section 109 of PL-480, and programs which are likely to achieve the policy objectives of Sections 103 and 104, of the foreign assistance Act of 1961 as amended.[1]

C) Section 109 of PL-480 has been amended effective January 1, 1982 to stipulate that in each Agreement the self-help measures shall be described in specific and measurable terms and in a manner which ensures that the needy people in the recipient

[1] 87 Stat. 715; 22 U.S.C. § 2151a.

SELF-HELP MEASURES AND UTILIZATION OF LOCAL CURRENCY - cont'd

country will be the major beneficiaries of the self-help measures. Further, the self-help measures agreed to are to be additional to the measures that the recipient country would have undertaken irrespective of the Agreement. Also, appropriate steps must be taken to see that the self-help provisions are being fully carried out.

D) Part II, Item V of the Agreement, specifies tentative self-help measures to be carried out by the recipient country utilizing the local currencies accruing to the recipient country from the sale of agricultural commodities financed under the Agreement.

USE OF PROCEEDS

Outline for providing for uses of sales proceeds is shown in Item-VI, Part II of the Agreement.

COMPLIANCE AND REPORTING REQUIREMENTS

A) Compliance and reporting are an essential part of the Title I PL-480 program. The GOI representatives should be reminded of their Government's responsibility for compliance with provisions of Article III of Part I of the PL-480 Agreement of December 2, 1980 and submission of timely and accurate reports on compliance, Shipping and Arrival information (ADP) Sheets, self-help, and uses of sales proceeds. A clear understanding of these requirements by GOI officials is essential. For example, failure to submit timely, accurate and substantive self-help reports may delay processing of future Title I requests.

ATTACHMENT 2

OPERATIONAL CONSIDERATIONS

A) Purchase Authorizations. As a general rule, Purchase Authorizations will not be issued until the USDA has received an operational reporting cable. Early submission of an operational reporting cable can expedite PA issuance. It is essential that the information in the operational reporting cable be developed in consultation with GOI and prior to the completion of negotiations, so that the cable may be dispatched not later than the signing of the Agreement. The operational reporting cable should contain the following information:

--(1) Type and grade of commodity(ies) to be purchased in accordance with official U.S. standards.

--(2) Proposed contracting and delivery schedules. (Note that quote delivery unquote means delivery of commodity to vessel at U.S. port.)

--(3) Embassy concurrence and comment on the proposed delivery schedule, based on assessment of importing country's capability to receive, store and distribute the commodity (ies) to prevent spoilage or waste if PA's issued with proposed delivery periods. Embassy should also include what terminal delivery date is feasible to enable alternative scheduling, (regardless of desired delivery schedule) given above considerations.

--(4) Name and address of bank in importing country and U.S. commercial bank through which Letters of Credit for commodity and ocean freight will be opened.

--(5) Assurance that appropriate Indonesian authorities are prepared to make prompt transfers of funds to cover initial payment and ocean freight costs on commodities purchased under the Agreement.

B) BELLMON DETERMINATION. Prior to financing agricultural commodities, the Secretary of Agriculture must determine that (1) Adequate storage facilities are available in the recipient country at the time of exportation to prevent the spoilage or waste of the commodity and (2) The distribution of the commodity in the recipient country will not result in a substantial disincentive to or interference with domestic production or marketing in that country. The Embassy should prepare and submit accurate detailed and specific information and statements that will assist in making Bellmon Determination as soon as possible. Information regarding adequate storage facilities should include assessment of importing countries capability to receive, store and distribute commodities without spoilage or waste. During negotiations, the assessment should be updated and this assessment included in the operational reporting cable.

OPERATIONAL CONSIDERATIONS - cont'd

C) Instructions to GOI/Embassy/Washington. During negotiation GOI should provide assurance that arrangements have been made by appropriate authorities to relay to GOI/Embassy/Washington all instructions, information, and authority necessary to ensure timely implementation of Agreement, including: (1) Information outlined in paragraphs A)(1), (2), (4), and (5) above; (2) Complete instructions regarding arrangements for purchasing commodities and contracting for freight (including appointments of purchasing and/or shipping agent if applicable); and (3) Instructions to contact Program Operations Division, Export Credits, Foreign Agricultural Service, USDA. Telephone (202) 447-5780, for assistance in implementing Agreement.

D) Regulatory/legislative requirements. During negotiations you should remind the GOI representatives that, under current regulatory and legislative requirements:

--(1) Purchase of food commodities from private stocks under the Agreement must be made on the basis of invitations for bids (IFB's) publicly advertised in the United States and on the basis of bids (offers) which shall conform to the IFB. Bids are to be received and publicly opened in the United States. All awards under IFB's must be consistent with open, competitive, and responsive bid procedures.

--(2) Terms of all IFB's must be approved by the General Sales Manager, FAS, USDA, prior to issuance.

--(3) If the GOI nominates a purchasing or shipping agent to procure commodities or arrange ocean transportation under the Agreement, the GOI is required to notify the General Sales Manager, FAS, USDA, in writing, of such nomination and attach a copy of the proposed agency agreement. All purchasing and shipping agents must be approved by the General Sales Manager, FAS, USDA in accordance with regulatory standards designed to eliminate certain potential conflicts of interest.

E) Letters of Credit.

--(1) During negotiations you should obtain assurances from GOI representatives that appropriate measures will be taken to ensure that operable and irrevocable Letters of Credit for both commodities and freight will be issued immediately after commodities are purchased and ocean freight booked.

--(2) The Embassy should explain to GOI representatives that commodity and ocean freight suppliers may refuse to load vessels when acceptable Letters of Credit for commodities

or ocean freight are not available at time of loading. This can result in costly claims by vessel owners (demurrage) and by commodity suppliers (carrying charges).

--(3) The GOI must open Letters of Credit for one hundred (100) percent of ocean freight not later than forty-eight (48) hours prior to vessel presentation for loading, providing for sight payment or acceptance of a draft in U.S. dollars in favor of the ocean transportation supplier on the basis of tonnage and rates specified in the applicable charter party or booking note.

--(4) Review with the GOI representatives section 17.9(M) of the Title I financing regulations concerning payment of the final ten (10) percent of ocean freight charges. You should point out that where the ocean freight contract provides for demmurage/despatch, ninety (90) percent of the ocean freight must be paid promptly on arrival of cargo. The remaining ten (10) percent, less despatch if any, should be paid promptly to the carrier upon completion of the laytime statement. Claims against the carrier for damaged or lost cargo should be pursued through normal channels and not be deducted from the ocean freight.

F) Performance Bonds. Advise the GOI officials during negotiations that, if the commodity IFB issued by the GOI requires a Performance Bond, the requirement must be fair to both buyer and seller. USDA is developing Performance Bond language which satisfies these concerns and which may be used in commodity IFB's. USDA will be available to coordinate implementation of this Performance Bond language with GOI purchasing officials in the U.S.

U.S. GOVERNMENT PRINTING OFFICE : 1985 O—33-508

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ECONOMIC COOPERATION

Joint Statement by the
UNITED STATES OF AMERICA
and EGYPT

Released at Washington February 4, 1982

S9. 10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89–497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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Washington, D.C. 20402

EGYPT

Economic Cooperation

Joint statement released at Washington February 4, 1982;
Entered into force February 4, 1982.

GREATER SUPPORT TO
ECONOMIC PROGRESS IN EGYPT

WHEREAS:

--Egypt and the United States have been full partners in the pursuit of peace in the Middle East;

--Egypt and the United States are full partners in the pursuit of regional stability and in the continuation of peace in the Middle East;

--The United States has cooperated in the economic development of Egypt through a program of assistance to the Egyptian Government in recognition of the sacrifices made by the Egyptian people;

--The Government of Egypt has announced its intentions to undertake its own program of economic reform that utilizes the initiative and capabilities of the Egyptian people;

--Egypt has, with substantial U.S. assistance and the infusion of other external resources, strengthened its economy and rebuilt much of the capital and social infrastructure base;

--Egypt has entered a period of economic progress that will require its own management of substantial external resources, including continued U.S. assistance;

--It is in the interest of both Nations to assure the success of the economic reform program in Egypt in a manner that recognizes the substantial capabilities of the Government of Egypt to accomplish its intentions and the continuing commitment of the U.S. to provide resources that may be utilized to this end.

NOW, THEREFORE:

--The U.S. endorses the intentions expressed by the Government of Egypt to acknowledge the continued need for economic reform and progress and to undertake necessary measures towards that end;

--The Government of Egypt expresses appreciation for U.S. assistance and the significant contribution it is making to Egypt's present stage of development and to the enhancement of living conditions in Egypt;

--Both Nations recognize Egypt's commitment to improving the efficiency with which it uses its human and financial resources;

--Both Nations are now embarking on a new phase of greater interest in Economic Progress in Egypt with a view toward making U.S. assistance, as permitted by U.S. law, be of an optimum impact and to assure Egypt a more active role in the allocation and disbursement of the U.S. assistance.

ACCORDINGLY:

1. The two parties agree that directing U.S. economic resources into program assistance in support of Egypt's sectoral strategies can significantly improve overall sectoral efficiency and therefore they shall seek means for increasingly programming resources in this manner. Under sectoral funding Egypt shall be responsible for the design,

implementation and evaluation of specific activities, the allocation of resources to those activities, and related policy objectives within each sector.

2. The use of incremental budgeting can increase the flow of assistance and expand its effectiveness. The current program and planned new activities will be reviewed to apply this budgeting principle. To the maximum extent consistent with Egypt's sectoral strategy and specific nature of the financing of capital projects, U.S. assistance will be provided on an incremental basis, thus assuring maximum current distribution of the resources transferred.

3. The two parties agreed that the Commodity Import Program can play an important role not only for financing imports of consumption and intermediate commodities but also for investment in productive enterprises and to support structural program adjustement. Both parties agreed to consider additional means for using the CIP in support of development objectives. Specifically, the parties agree to consider programming $350 million for CIP in FY 1982, of which $300 million will be obligated immediately, and to consider an increasing level of CIP in future fiscal years.[1]

[1] See TIAS 10347.

4. Egyptian professional and technical experts shall have wider opportunity to participate in the design and implementation of all projects and programs funded through U.S. assistance programs.

5. In recognition that the assistance pipeline of obligated but undisbursed funds represent a substantial resource available for economic progress in Egypt, both parties agree to develop effective ways to accelerate the utilization of these funds.

February 4, 1982

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ECONOMIC ASSISTANCE

Commodity Imports

Agreement Between the
UNITED STATES OF AMERICA
and EGYPT

Signed at Washington February 5, 1982

S9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89-497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

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EGYPT

Economic Assistance: Commodity Imports

Agreement signed at Washington February 5, 1982;
Entered into force February 5, 1982.

A.I.D. Grant No.

GRANT AGREEMENT
BETWEEN
UNITED STATES OF AMERICA
AND THE
ARAB REPUBLIC OF EGYPT
FOR
COMMODITY IMPORTS

Dated: February 5, 1982

TIAS 10347

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A.I.D. Grant No.

COMMODITY IMPORT GRANT AGREEMENT

Dated:

Between

the Arab Republic of Egypt ("Grantee:)

and

the United States of America, acting through the Agency for International Development ("A.I.D.")

Article 1: The Grant

To finance the foreign exchange costs of certain commodities, commodity-related services and other services ("Eligible Items") necessary to assist the Grantee in meeting a foreign exchange need, achieving development objectives and improving the standard of living, the United States, pursuant to the Foreign Assistance Act of 1961, as amended,[1] agrees to grant to the Grantee under the terms of this Agreement, not to exceed Three Hundred Million United States dollars ($300,000,000) ("Grant") for a Commodity Import Program. This agreement constitutes the major part of a total comtemplated Commodity Import Program in Fiscal Year 1982 of $350 million subject to the availability of funds and the agreement of the parties.

Article 2: The Program

Section 2.1. Definition of Program. The Program, which is further described in Annex 1, will consist of mutually agreed upon allocations of Grant funds for basic supply commodities, commodity

[1] 75 Stat. 424; 22 U.S.C. § 2151.

related and other services, capital goods which directly support the objectives of the Government of Egypt development budget and the Trade Financing Facility.

Within the limits of the above definition of the Program, elements of the amplified description stated in Annex 1 may be changed by written agreement of the authorized representatives of the parties named in Section 8.2, without formal amendment of this Agreement.

Article 3: Conditions Precedent to Disbursement

Section 3.1. Conditions Precedent to Initial Disbursement. Prior to the first disbursement under the Grant, or to the issuance by A.I.D. of documentation pursuant to which disbursement will be made, the Grantee will, except as the parties may otherwise agree in writing, furnish to A.I.D., in form and substance satisfactory to both parties:

(a) An opinion of the Minister of Justice of the Arab Republic of Egypt that this Agreement has been duly authorized and/or ratified by, and executed on behalf of the Grantee, and that it consitutes a valid and legally binding obligation of the Grantee in accordance with all of its terms.

(b) A statement representing and warranting that the named person or persons have the authority to act as the representative or representatives of the Grantee pursuant to Section 8.2, together with a specimen signature of each person certified as to its authenticity.

Section 3.2. Notification. When it has been determined that the conditions precedent specified in Sections 3.1 (a) and (b) have been met, A.I.D. will promptly notify the Grantee.

Section 3.3. Terminal Date for Conditions Precedent. If all of the conditions specified in Section 3.1 have not been met within one hundred twenty (120) days from the date of this Agreement, or such later date as the parties may agree in writing, A.I.D. may terminate this Agreement by written notice to Grantee.

Article 4: Procurement, Eligibility, and Utilization of Commodities.

Section 4.1. A.I.D. Regulation 1. This Grant and the procurement and utilization of commodities and commodity-related services financed under it are subject to the terms and conditions of A.I.D. Regulation 1 as from time to time amended and in effect, except with respect to other services and as A.I.D. may otherwise specify in writing. If any provision of A.I.D. Regulation 1 is inconsistent with a provision of this Agreement, the provision of this Agreement shall govern.

Section 4.2. Eligible Items.

(a) The commodities eligible for financing under this Grant shall be those mutually agreed upon by the parties and specified in the Implementation Letters and Commodity Procurement Instructions issued to Grantee in accordance with Section 8.1 if this Agreement.

Commodity-related services as defined in A.I.D. Regulation 1 as well as other services are eligible for financing under this Grant. Eligible Items will be subject to the requirements of Special Provisions of Parts I, II, and III of the A.I.D. Commodity Eligibility Listing which will be transmitted with the first Implementation Letter. Other commodities or services shall become eligible for financing only with the written agreement of A.I.D. Any specific commodity, commodity-related service or other service may be excluded from financing under this Agreement if such financing would be inconsistent with the purposes of the Grant or of the Foreign Assistance Act of 1961, as amended.

(b) A.I.D. reserves the right in exceptional situations to delete commodity categories or items within commodity categories described in Schedule B codes on the Commodity Eligibility Listing. Such right will be exercised at a point in time no later than commodity prevalidation by A.I.D. (Form 11 approval) or, if no commodity prevalidation is required, no later than the date on which an irrevocable Letter of Credit is confirmed by a U.S. bank in favor of the supplier.

(c) If no prevalidation is required and payment is not by Letter of Credit, this right will be exercised no later than the date on which A.I.D. expends funds made available to the Grantee under this Agreement for the financing of the commodity. In any event, however, the Grantee will be notified through the A.I.D. Mission

in the Arab Republic of Egypt of any decision by A.I.D. to exercise its right pursuant to a determination that financing the commodity would adversely affect A.I.D. or foreign policy objectives of the United States or could jeopardize the safety or health of people in Egypt.

Section 4.3. Procurement Source. All Eligible Items shall have their source and origin in the United States of America (Code 000 of the A.I.D. Geographic Code Book) except as A.I.D. may specify in Implementation Letters or Commodity Procurement Instructions, or as it may otherwise agree in writing.

Section 4.4. Eligibility Date. No commodities, commodity-related or other services may be financed under this Grant if they were procured pursuant to orders or to contracts firmly placed or entered into prior to the date of this Agreement, except as the parties may otherwise agree in writing.

Section 4.5. Procurement for Public Sector.

(a) With respect to procurement under this Grant by or for Grantee, its departments and instrumentalities, the provisions of Section 201.22 of A.I.D. Regulation 1 regarding formal competitive bid procedures will apply unless the parties otherwise agree in writing.

(b) Grantee will undertake to assure that public sector end-users under this Grant establish adequate logistic management facilities and that adequate funds are available to pay banking

charges, customs, duties and other commodity-related charges in connection with commodities imported by public sector endusers.

Section 4.6. Special Procurement Rules.

(a) None of the proceeds of this Grant may be used to finance the purchase, sale, long-term lease, exchange or guaranty of a sale of motor vehicles unless such motor vehicles are manufactured in the United States, except as the parties may otherwise agree in writing.

(b) The source and origin of ocean and air shipping will be deemed to be the ocean vessel's or aircraft's country of registry at the time of shipment.

(c) All international air shipments financed under this Grant will be on carriers holding U.S. certification to perform the service, unless shipment would, in the judgment of the Grantee, be delayed an unreasonable time awaiting a U.S.-flag carrier either at point of origin or transshipment. The Grantee must certify to the facts in the vouchers or other documents retained as part of the Grant records.

Section 4.7. Financing Physical Facilities. Not more than $1,000,000 from the proceeds of this Grant shall be used for the purchase of commodities or commodity-related services for use in the construction, expansion, equipping, or alteration of any physical facility or related physical facilities without prior A.I.D.

approval, additional to the approvals required by A.I.D. Regulation 1, except as the parties may otherwise agree in writing. "Related physical facilities" shall mean those facilities which, taking into account such factors as functional interdependence, geographic proximity, and ownership, constitute a single enterprise in the judgment of A.I.D.

Section 4.8. Utilization of Commodities.

(a) Grantee will assure that commodities financed under this Grant will be effectively used for the purposes for which the assistance is made available. To this end, the Grantee will use its best efforts to assure that the following procedures are followed:

(i) accurate arrival and clearance records are maintained by customs authorities; commodity imports are promptly processed through customs at ports of entry; such commodities are removed from customs and/or bonded warehouses within ninety (90) calendar days from the date the commodities are unloaded from the vessel at the port of entry, unless the importer is hindered by force majeure or the parties otherwise agree in writing;

(ii) proper surveillance and supervision are maintained to reduce breakage and pilferage in ports resulting from careless or deliberately improper cargo handling practices, as specified in detail in Implementation Letters; and

(iii) the commodities are consumed or used by the

importer not later than one (1) year from the date the commodities are removed from customs, unless a longer period can be justified to the satisfaction of both parties by reason of force majeure or special market conditions or other circumstances.

(b) Grantee will assure that commodities financed under this Grant will not be reexported in the same or substantially the same form, unless specifically authorized by agreement of both parties.

(c) Grantee shall use its best efforts to prevent the use of commodities financed under this Agreement to promote or assist any project or activity associated with or financed by any country not included in Code 935 of the A.I.D. Geographic Code Book as in effect at the time of such projected use, except with the prior agreement of both parties.

Section 4.9. Minimum Size of Transaction. No foreign exchange allocation or letter of credit issued pursuant to this Agreement shall be in an amount less than Ten Thousand Dollars ($10,000), except as the parties may otherwise agree in writing. The minimum size of transaction restriction is not applicable for end-use importers.

Article 5: Disbursement.

Section 5.1. Letters of Commitment to Banks. After satisfaction of the conditions precedent, the Grantee may obtain disbursements of funds under this Grant by submitting Financing Requests

to A.I.D. for the issuance of letters of commitment for specified amounts to one or more banking institutions in the United States designated by Grantee and satisfactory to A.I.D. Such letters will commit A.I.D. to reimburse the banks on behalf of the Grantee for payments made by the banks to suppliers or contractors, under letters of credit or otherwise, pursuant to such documentation requirements as A.I.D. may prescribe. Banking charges incurred in connection with letters of commitment and disbursements shall be for the account of Grantee and may be financed by this Grant.

Section 5.2. Other Forms of Disbursement Authorizations. Disbursements of the Grant may also be made through such other means as the parties may agree to in writing.

Section 5.3. Terminal Date for Requests for Disbursement Authorizations. No letter of commitment or other disbursement authorization will be issued in response to a request received after thirty (30) months from the date the Grantee satisfies the Conditions Precedent in Section 3.1, except as the parties may otherwise agree in writing.

Section 5.4. Terminal Date for Disbursement. No disbursement of Grant funds shall be made against documentation received by A.I.D. or any bank described in Section 5.1. after thirty-six (36) months from the date the Grantee satisfied the Conditions Precedent in Section 3.1, except as the parties may otherwise agree in writing.

Section 5.5. Date of Disbursement. Disbursement by A.I.D. shall be deemed to occur on the date on which A.I.D. makes a disbursement to the Grantee, or its designee, or to a bank, contractor or supplier pursuant to a Letter of Commitment or other form of disbursement authorization.

Section 5.6. Documentation Requirements. A.I.D. Regulation 1 specifies in detail the documents required to substantiate disbursements under this Agreement by Letter of Commitment or other method of financing. The document number shown on the Letter of Commitment or other disbursing authorization document shall be the number reflected on all disbursement documents submitted to A.I.D. In addition to the above, the Grantee shall maintain records adequate to establish that commodities financed hereunder have been utilized in accordance with Section 4.8 of this Agreement. Additional documents may also be required by A.I.D. with respect to specific commodities, as may be set forth in detail in Implementation Letters.

Article 6: General Covenants

Section 6.1. Taxation. This Agreement and the Grant will be free from any taxation or fees imposed under laws in effect in the Arab Republic of Egypt.

Section 6.2. Reports and Records. In addition to the requirements in A.I.D. Regulation 1, the Grantee will:

(a) furnish A.I.D. such reports and information relating to the goods and services financed by this Grant and the performance of Grantee's obligations under this Agreement as A.I.D. may reasonably request;

(b) maintain or cause to be maintained, in accordance with generally accepted accounting principles and practices consistently applied, such books and records relating to this Grant as may be prescribed in Implementation Letters. Such books and records shall be made available to A.I.D. or any of its authorized representatives for such periods and at such times as A.I.D. may reasonably require, and shall be maintained for three years after the date of last disbursement by A.I.D. under this Grant; and

(c) permit A.I.D. or any of its authorized representatives at all reasonable times during the three-year period to inspect the commodities financed under this Grant at any point, including the point of use.

Section 6.3. Completeness of Information. The Grantee confirms:

(a) that the facts and circumstances of which it has informed A.I.D., or caused A.I.D. to be informed, in the course of reaching agreement with A.I.D. on the Grant, are accurate and complete, and include all facts and circumstances that might materially affect the Grant and the discharge of responsibilities under this Agreement; and

(b) that it will inform A.I.D. in timely fashion of any subsequent facts and circumstances that might materially affect, or that it is reasonable to believe might so affect, the Grant or the discharge of responsibilities under this Agreement.

Section 6.4. Other Payments. Grantee affirms that no payments have been or will be received by any official of the Grantee in connection with the procurement of goods or services financed under the Grant, except fees, taxes, or similar payments legally established in the country of the Grantee. A.I.D. shall take appropriate action to protect against improper payments by suppliers in connection with this Grant.

Section 6.5. Periodic Discussion. Periodically, and not less than annually, the Grantee and A.I.D. will continue to meet to discuss economic issues of relevance to the purposes to be achieved with resources provided under this Grant. Among other things, those discussions will include further consideration of the terms and conditions to be applied to organizations utilizing resources provided by the Grant, as well as the implementation of the Fiscal Year 1980 fertilizer importation program to determine if further special arrangements shall be instituted to assure full success of that program.

Section 6.6. Use of Local Currency.

(a) Grantee will establish a Special Account in the Central Bank of Egypt and deposit therein currency of the Government of the Arab Republic of Egypt in amounts equal to proceeds accruing to the Grantee or any authorized agency thereof as a result of the sale or importation of the Eligible Items. Funds in the Special Account may be used for such purposes as are mutually agreed upon by A.I.D. and the Grantee and as otherwise specified in this Agreement, provided that such portion of the funds in the Special Account as may be designated by agreement of both parties shall be made available to A.I.D. to meet its requirements.

(b) Deposits to the Special Account shall become due and payable quarterly upon advice from A.I.D. as to disbursements made under the Agreement, subject to deferred payment arrangements as may be agreed by both parties. Grantee shall make such deposits at the highest rate of exchange prevailing and declared for foreign exchange currency by the competent authorities of the Arab Republic of Egypt.

(c) Any unencumbered balances of funds which remain in the Special Account upon termination of assistance hereunder shall be disbursed for such purposes as may, subject to applicable law, be agreed to between Grantee and A.I.D.

Section 6.7. Set Aside. Unless the parties otherwise agree in writing, any set asides or extraordinary allocations of funds shall be mutually agreed to by the Parties and set forth in Implementation Letters. The Parties may also agree in such Implementation Letters as to which set asides will not result in the accrual of proceeds to the Grantee and hence not require the deposit of counterpart funds into the Special Account.

Section 6.8. Trade Financing Facility. Grant funds allocated for the Trade Financing Facility shall be made available in accordance with mutually agreed upon procedures set forth in the "Memorandum of Understanding Regarding Trade Financing Facility" dated December 30, 1981,[1] except as both parties may agree otherwise in writing.

[1] Not printed.

Section 6.9. Allocation of Resources for Development. Unless, otherwise agreed to in writing, the parties agree to establish within ninety days after the signing of this Agreement mutually acceptable procedures for the allocation of Grant funds to support the objectives of the Development Budget of the Government of Egypt, as set forth in the second category described in Annex 1.

Article 7: Termination; Remedies

Section 7.1. Termination. This Agreement may be terminated by mutual agreement of the parties at any time. Either Party may terminate this Agreement by giving the other Party thirty (30) days written notice.

Section 7.2. Suspension. If at any time:

(a) Grantee shall fail to comply with any provisions of this Agreement; or

(b) Any representation or warranty made by or on behalf of Grantee with respect to obtaining this Grant or made or required to be made under this Agreement is incorrect in any material respect; or

(c) An event occurs that A.I.D. determines to be an extraordinary situation that makes it improbable either that the purposes of the Grant will be attained or that the Grantee will be able to perform its obligations under this Agreement; or

(d) Any disbursement by A.I.D. would be in violation of the legislation governing A.I.D.; or

(e) A default shall have occurred under any other agreement between Grantee or any of its agencies and the Government of the United States or any of its agencies; Then, in addition to remedies provided in A.I.D. Regulation 1, A.I.D. may:

(1) suspend or cancel outstanding commitment documents to the extent that they have not been utilized through irrevocable commitments to third parties or otherwise, or to the extent that A.I.D. has not made direct reimbursement to the Grantee thereunder, giving prompt notice to Grantee thereafter;

(2) decline to issue additional commitment documents or to make disbursements other than under existing ones; and

(3) at A.I.D.'s expense, direct that title to goods financed under the Grant be vested in A.I.D. if the goods are in a deliverable state and have not been offloaded in ports of entry of the Arab Republic of Egypt.

Section 7.3. Cancellation by A.I.D.. If, within sixty (60) days from the date of any suspension of disbursements pursuant to Section 7.2, the cause or causes thereof have not been corrected, A.I.D. may cancel any part of the Grant that is not then disbursed or irrevocably committed to third parties.

Section 7.4. Refunds.

(a) In addition to any refund otherwise required by A.I.D. pursuant to A.I.D. Regulation 1, if A.I.D. determines that any disbursement is not supported by valid documentation in accordance with this Agreement, or is in violation of United States law,

or is not made or used in accordance with the terms of this Agreement, A.I.D. may require the Grantee to refund the amount of such disbursement in U.S. dollars to A.I.D. within thirty (30) days after receipt of request therefor. Refunds paid by the Grantee to A.I.D. resulting from violations of the terms of this Agreement shall be considered as a reduction in the amount of A.I.D.'s obligation under the Agreement and shall be available for reuse under the Agreement if authorized by A.I.D. in writing.

(b) The right to require such a refund of a disbursement will continue, notwithstanding any other provision of this Agreement, for three (3) years from the date of the last disbursement under this Agreement.

Section 7.5. Nonwaiver of Remedies. No delay in exercising or omitting to exercise, any right, power, or remedy accruing to A.I.D. under this Agreement will be construed as a waiver of such rights, powers or remedies.

Article 8: Miscellaneous

Section 8.1. Implementation Letters. From time to time, for the information and guidance of both parties, A.I.D. will issue Implementation Letters and Commodity Procurement Instructions describing the procedures applicable to the implementation of the Agreement. Except as permitted by particular provisions of this Agreement, Implementation Letters will not be used to amend or modify the text of this Agreement.

Section 8.2. Representatives. For all purposes relevant to this Agreement, the Grantee will be represented by the individual holding or acting in the offices of the Deputy Prime Minister for Economic and Financial Affairs and Minister of Investment and International Cooperation and/or the Senior Undersecretary of State for Economic Cooperation with U.S.A., and A.I.D. will be represented by the individual holding or acting in the office of Director, USAID, Cairo, Egypt, each of whom, by written notice, may designate additional representatives. The names of the representatives of the Grantee, with specimen signatures, will be provided to A.I.D., which may accept as duly authorized any instrument signed by such representatives in implementation of this Agreement, until receipt of written notice of revocation of their authority.

Section 8.3. Communications. Any notice, request document or other communication submitted by either Party to the other under this Agreement will be in writing or by telegram or cable, and will be deemed duly given or sent when delivered to such party at the following address:

To the Grantee:

Mail Address: Ministry of Investment
and International Cooperation
Department of Economic Cooperation
with U.S.A.
8 Adly Street
Cairo, Egypt

Cable Address: 8 Adly Street
Cairo, Egypt

To A.I.D.:

Mail Address: United States Agency for International
Development
c/o U.S. Embassy
Cairo, Egypt

Cable Address: U.S. Embassy
Cairo, Egypt

All such communications will be in English unless the Parties otherwise agree in writing. Other addresses may be substituted for the above upon giving of notice.

Section 8.4. Information and Marking. The Grantee will give appropriate publicity to the Grant as a program to which the United States has contributed, and mark goods financed by A.I.D., as described in Implementation Letters.

IN WITNESS WHEREOF, the Grantee and the United States of America, each acting through its duly authorized representative, have caused this Agreement to be signed in their names and delivered as of the day and year first above written.

ARAB REPUBLIC OF EGYPT

BY: A. M. Fettah Ibrahim

NAME: A. M. Fettah Ibrahim

TITLE: Deputy Prime Minister for Economic and Financial Affairs and Minister for Investment and International Cooperation

Fouad Hashem [1]
Minister of Economy and Foreign Trade

Ashraf A. Ghorbal [2]
Egyptian Ambassador to the U.S.

UNITED STATES OF AMERICA

BY: M. P. McPherson

NAME: M. Peter McPherson

TITLE: Administrator
Agency for International Development

Alfred L. Atherton, Jr. [3]
U.S. Ambassador to Egypt

---

[1] Fouad Hashem.
[2] Ashraf A. Ghorbal.
[3] Alfred L. Atherton, Jr.

ANNEX 1

PROGRAM DESCRIPTION

The Program represents a continuation of balance of payments assistance to the Government of Egypt. At the same time it reflects an effort to contribute to Egyptian development by preserving an appropriate balance between financing capital equipment needs for longer run development performance and financing intermediate goods and consumables for immediate production and consumption support. The Program also includes a separate category of support for continuation of the Trade Financing Facility, introduced in the FY 81 Commodity Import Program (A.I.D. Grant No. 263-K603).

Accordingly, except as the parties may otherwise agree in writing, Grant funds shall be allocated for the Program, including commodity-related and other services, as follows:

1.	Basic Supply Commodities:	$150 Million
2.	Capital Goods which Directly Support the Objectives of the Government of Egypt Development Budget:	$100 Million
3.	Trade Financing Facility	$ 50 Million
		$300 Million

U.S. GOVERNMENT PRINTING OFFICE : 1984 O—33-590

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ECONOMIC AND TECHNICAL COOPERATION

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Agreement Between the
UNITED STATES OF AMERICA
and ZIMBABWE

Effected by Exchange of Notes
Signed at Salisbury February 10
and March 22, 1982

S 9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89–497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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Washington, D.C. 20402

ZIMBABWE

Economic and Technical Cooperation

Agreement effected by exchange of notes
Signed at Salisbury February 10 and March 22, 1982;
Entered into force March 22, 1982.

The American Ambassador to the Zimbabwean Minister of Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA

Salisbury, February 10, 1982

Excellency:

I have the honor to refer to recent conversations between representatives of our two Governments and to advise you that the Government of the United States of America will be prepared to furnish to the Government of Zimbabwe economic, technical and related assistance in accordance with the understandings set forth below as to which your Government expressed approval in your Ministry's letter of October 30, 1981.

1. The Government of the United States of America will furnish such economic, technical, and related assistance hereunder as may be requested by representatives of the appropriate agency or agencies of the Government of Zimbabwe and approved by representatives of the agency designated by the Government of the United States of America to administer its responsibilities hereunder, or as may be requested and approved by other representatives designated by the Government of the United States of America and the Government of Zimbabwe. The furnishing of such assistance shall be subject to applicable United States laws and regulations. It shall be made available

His Excellency
Witness M. Mangwende
Minister of Foreign Affairs
Salisbury

in accordance with arrangements agreed upon between the above-mentioned representatives.

2. The Government of Zimbabwe will make the fullest contribution permitted by its manpower, resources, facilities, and general economic condition in furtherance of the purposes for which assistance is made available hereunder; will take appropriate steps to assure the effective use of such assistance; will cooperate with the Government of the United States of America to assure that procurement will be at reasonable prices and on reasonable terms; will, without restriction, permit continuous observation and review by United States representatives of programs and operations hereunder, and records pertaining thereto; will provide the Government of the United States of America with full and complete information concerning such programs and operations and other relevant information which the Government of the United States of America may need to determine the nature and scope of operations and to evaluate the effectiveness of the assistance furnished or contemplated; and will give to the people of Zimbabwe full publicity concerning programs and operations hereunder. With respect to cooperative technical assistance programs hereunder, the Government of Zimbabwe will also bear a fair share of the costs thereof; will, to the maximum extent possible, seek full coordination and integration of technical cooperation programs being carried on in Zimbabwe; and will cooperate with other nations participating in such programs in the mutual exchange of technical knowledge and skills.

3. In any case where commodities are furnished on a grant basis under arrangements which will result in the accrual of proceeds to the Government of Zimbabwe from the sale of such commodities, the Government of Zimbabwe, except as may otherwise be mutually agreed upon by the representatives referred to in paragraph 1 hereof, will establish in its own name a Special Account in the Reserve Bank of Zimbabwe; will deposit promptly in such Special Account the amount of local currency equivalent to such proceeds; and, upon notification from time to time by the Government of the United States of America of its local currency requirements, will make available to the Government of the United States of America, in the manner requested by that Government, out of any balances in the Special Account, such sums as are stated in such notifications to be necessary for such requirements. The Government of Zimbabwe may draw upon any remaining balances in the Special Account for such purposes beneficial to Zimbabwe as may be agreed upon from time to time by the representatives referred to in paragraph 1 hereof. Any unencumbered balances of funds which remain in the Special Account upon termination of assistance hereunder to the Government of Zimbabwe shall be disposed of for such purposes as may be agreed upon by the representatives referred to in paragraph 1 hereof.

4. The Government of the United States of America and the Government of Zimbabwe agree that a special mission will carry out and discharge the responsibilities of the Government of the United States of America under this Agreement. The Government of Zimbabwe agrees to give full

cooperation to the special mission and its personnel, including the furnishing of facilities necessary for the purpose of carrying out the provisions of this Agreement. The Government of Zimbabwe shall accord all United States Government employees who are present in Zimbabwe to perform work in connection with this Agreement (and their families), except those employees who are or become accredited as diplomatic agents, full and complete immunity from criminal jurisdiction and shall protect such personnel, as well as contract personnel financed under this Agreement who are not citizens or permanent residents of Zimbabwe, from civil jurisdiction by assuming the position of defendant in every respect, including assumption of liability, in place of such personnel with respect to any claims arising from acts performed in connection with carrying out this Agreement; any form of judicial process or claim against such personnel shall to that extent be precluded.

5. In order to assure the maximum benefits to the people of Zimbabwe from the assistance to be furnished hereunder:

(a) Any supplies, materials, equipment, or funds introduced into or acquired in Zimbabwe by the Government of the United States of America, or any contractor financed by that Government, for purposes of any program or project conducted hereunder shall not, while such supplies, materials, equipment, or funds are used in connection with such a program or project, be subject to any taxes on ownership or use of property and any other taxes, and investment or deposit requirements in Zimbabwe, and the import, export, purchase, use or disposition of any such supplies, materials,

equipment, or funds in connection with such a program or project shall not be subject to any tariffs, customs duties, import and export taxes, taxes on purchase or disposition of property, and other taxes or similar charges in Zimbabwe. Specific arrangements to implement this sub-paragraph sha. be set forth in each Project Agreement. The Government of Zimbabwe shall grant the necessary import licences required for any supplies, materials, or equipment imported in terms of the Project Agreement, and shall ensure their expeditious clearance through customs.

(b) All personnel (and their families), except citizens and permanent residents of Zimbabwe, whether (i) employees of the Government of the United States of America or any agency thereof, (ii) individuals under contract with, or employees of public or private organizations under contract with, the Government of Zimbabwe or any agency thereof, or (iii) individuals under contract with or financed by, or employees of public or private organizations under contract with or financed by, the Government of the United States of America or any agency thereof, who are in Zimbabwe to perform work in connection with this Agreement, shall be exempt from income and social security taxes levied under the laws of Zimbabwe with respect to income upon which they are obligated to pay income or social security taxes to any other Government. Such personnel (and their families) who are United States Government employees attached to the special mission shall be exempt from customs, import, and export duties on all personal effects, equipment, and supplies imported into Zimbabwe for their own use, and from all other duties and fees of whatsoever nature. All

other such personnel shall be exempt from customs, import, and export duties on all personal effects, equipment, and supplies imported into Zimbabwe for their own use, and from all other duties and import taxes of whatsoever nature, provided that such personal effects, equipment and supplies are acquired by such personnel within three months after arrival of such personnel in Zimbabwe. If such articles are disposed of in Zimbabwe within a period of 12 months, or otherwise than by the prior permission of the Controller of Customs and Excise, by gift or to a person or organization who or which is not entitled to purchase such articles free of import or customs duty, such duty will be payable at the rate required by the law of Zimbabwe at the time of disposal. The repatriation of any proceeds arising from any sale will be subject to prevailing exchange control regulations.

(c) Funds introduced into Zimbabwe for purposes of furnishing assistance hereunder shall be convertible into currency of Zimbabwe at the rate providing the largest number of units of such currency per United States Dollar which, at the time the conversion is made, is not unlawful in Zimbabwe.

6. The Government of the United States of America and the Government of Zimbabwe will establish procedures whereby the Government of Zimbabwe will so deposit, segregate, or assure title to all funds allocated to or derived from any program of assistance undertaken hereunder by the Government of the United States of America that such funds shall not be subject to garnishment,

attachment, seizure, or other legal process by any person, firm, agency, corporation, organization, or government when the Government of Zimbabwe is advised by the Government of the United States of America that such legal process would interfere with the attainment of the objectives of the program of assistance hereunder.

7. All or any part of any program of assistance provided hereunder may, except as may otherwise be provided in arrangements agreed upon pursuant to paragraph 1 hereof, be terminated by either Government if that Government determines that because of changed conditions the continuation of such assistance is unnecessary or undesirable. The termination of such assistance under this provision may include the termination of deliveries of any commodities hereunder not yet delivered.

I have the honor to propose that, if these understandings are acceptable to the Government of Zimbabwe, the present note and your Excellency's reply note concurring therein and containing the full text of the above understandings shall constitute an Agreement between our two Governments which shall be deemed to have entered into force on the date of your Excellency's reply and which shall remain in force until thirty days after the receipt by either Government of written notification of the intention of the other to terminate it, it being understood, however, that in the event of such termination the provisions hereof shall remain in full force and effect with respect to assistance theretofore furnished.

Accept, Excellency, the renewed assurance of my highest consideration.

Robert V. Keeley

The Zimbabwean Minister of Foreign Affairs to the American Ambassador

SALISBURY, March 22, 1982

Excellency:

I have the honour to refer to your note of 10th February, 1982 and to advise that the Government of Zimbabwe concurs with the understandings governing the Agreement for economic, technical and related assistance between the Government of Zimbabwe and the Government of the United States of America set forth below. In accordance with the proposals agreed to in your Excellency's note of 10th February, 1982, this note therefore constitutes concurrence with the understandings set forth below.

[For the text of the understandings, see U.S. note pp. 2-8.]

Accept, Excellency, the renewed assurance of my highest consideration.

W.M. Mangwende

Witness M. Mangwende
Minister for Foreign Affairs
REPUBLIC OF ZIMBABWE

[SEAL]

H.E. Ambassador Robert V. Keeley
Embassy of the United States of America
SALISBURY
Zimbabwe

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Agreement Between the
UNITED STATES OF AMERICA
and EGYPT

Signed at Cairo February 10, 1982

. 10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89–497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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EGYPT

Defense: Security of Military Information

Agreement signed at Cairo February 10, 1982;
Entered into force February 10, 1982.

GENERAL SECURITY OF MILITARY INFORMATION AGREEMENT

1. All classified military information communicated directly or indirectly between our two Governments shall be protected in accordance with the following principles:

(a) The recipient government will not release the information to a third government or any other party without the approval of the releasing government;

(b) The recipient government will afford the information a degree of protection equivalent to that afforded it by the releasing government;

(c) The recipient government will not use the information for other than the purpose for which it was given; and

(d) The recipient will respect private rights, such as patents, copyrights, or trade secrets which are involved in the information.

2. Classified military information and material shall be transferred only on a Government-to-Government basis and only to persons who have appropriate security clearance for access to it.

3. For the purpose of this Agreement classified military information is that official military information or material which in the interests of national security of the releasing government, and in accordance with applicable national laws and regulations, requires protection against unauthorized disclosure and which has been designated as classified by appropriate security authority. This includes any classified information, in any form, including written, oral, or visual. Material may be any document, product, or substance on, or in which, information may be recorded or embodied. Material shall encompass everything regardless of its physical character or makeup including, but not limited to, documents, writing, hardware, equipment, machinery, apparatus, devices, models, photographs, recordings, reproductions, notes, sketches,, plans, prototypes, designs, configurations, maps, and letters, as well as all other products, substances, or items from which information can be derived.

4. Information classified by either of our two Governments and furnished by either Government to the other through Government channels will be assigned a classification by appropriate authorities of the receiving Government which will assure a degree of protection equivalent to that required by the Government furnishing the information.

5. This Agreement shall apply to all exchanges of classified military information between all agencies and authorized officials of our two Governments. However, this Agreement shall not apply to classified information for which separate security agreements and arrangements already have been concluded. Details regarding channels of communication and the application of the foregoing principles shall be the subject of such technical arrangements (including an industrial security arrangement) as may be necessary between appropriate agencies of our respective governments.

6. Each government will permit security experts of the other government to make periodic visits to its territory when it is mutually convenient, to discuss with its security authorities its procedures and facilities for the protection of classified military information furnished to it by the other government. Each government will assist such experts in determining whether such information provided to it by the other government is being adequately protected.

7. The recipient government will investigate all cases in which it is known or there are grounds for suspecting that classified military information from the originating government has been lost or disclosed to unauthorized persons. The recipient government shall also promptly and fully inform the originating government of the details of any such occurrences, and of the final results of the investigation and corrective action taken to preclude recurrences.

8. A. In the event that either government or its contractors award a contract involving classified military information for performance within the territory of the other government, then the government of the country in which performance under the contract is taking place will assume responsibility for administering security measures within its own territory for the protection of such classified information in accordance with its own standards and requirements.

B. Prior to the release to a contractor or prospective contractor of any classified military information received from the other government, the recipient government will:

(1) Insure that such contractor or prospective contractor and his facility have the capability to protect the information adequately;

(2) Grant to the facility an appropriate security clearance to this effect;
(3) Grant appropriate security clearance for all personnel whose duties require access to the information;
(4) Insure that all persons having access to the information are informed of their responsibilities to protect the information in accordance with applicable laws;
(5) Carry out periodic security inspections of cleared facilities;
(6) Assure that access to the military information is limited to those persons who have a need to know for official purposes. A request for authorization to visit a facility when access to the classified military information is involved will be submitted to the appropriate department or agency of the government of the country where the facility is located by an agency designated for this purpose by the other government; this request will include a statement of the security clearance, the official status of the visitor and the reason for the visit. Blanket authorizations for visits over extended periods may be arranged. The government to which the request is submitted will be responsible for advising the contractor of the proposed visit and for authorizing the visit to be made.

9. Costs incurred in conducting security investigations or inspections required hereunder will not be subject to reimbursement.

For the Arab Republic of Egypt

Taher Shash
Under Secretary

For the United States of America

Alfred L. Atherton, Jr.
American Ambassador

Cairo, Arab Republic of Egypt

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Agreement Between the
UNITED STATES OF AMERICA
and SUDAN

Signed at Khartoum February 13, 1982

with

Agenda and Related Letter

S 9. 10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89-497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

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SUDAN

Agricultural Commodities

Agreement signed at Khartoum February 13, 1982;
Entered into force February 13, 1982.
With agenda and related letter.

AGREEMENT BETWEEN

THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND

THE GOVERNMENT OF THE DEMOCRATIC REPUBLIC OF THE SUDAN

FOR THE SALE OF AGRICULTURAL COMMODITIES

The Government of the United States of America and the Government of the Democratic Republic of the Sudan agree to the sale of agricultural commodities specified below. This Agreement shall consist of the preamble and Parts I and III of the Agreement signed December 24, 1977.[1] together with the following Part II.

PART II. Particular Provisions:

ITEM I. COMMODITY TABLE:

-- -- Commodity	Supply Period (U.S. FY)	Approximate Quantity (Metric Tons)	Max. Export Market Value (Millions)
Wheat/Wheat Flour (Grain equivalent basis)	1982	24,500	Dols. 5.0
Total			Dols. 5.0

ITEM II. PAYMENT TERMS: Convertible Local Currency Credit (CLCC)

(A) Initial payment -- none;

(B) Currency use payment -- five (5) percent for section 104 (A) purposes;

(C) Number of installment payments -- thirty-one (31);

(D) Amount of each installment payment -- approximately equal annual amounts;

(E) Due date of first installment payment -- ten (10) years after date of last delivery of commodities in each calendar year;

(F) Initial interest rate -- two (2) percent;

(G) Continuing interest rate -- three (3) percent.

ITEM III. USUAL MARKETING TABLE:

-- -- Commodity	Import Period (U.S. FY)	Usual Marketing Requirements (Metric Tons)
Wheat/Wheat Flour (Grain equivalent basis)	1982	154,000

[1] TIAS 9157; 29 UST 5874.

ITEM IV. EXPORT LIMITATIONS:

A. The export limitation period shall be United States Fiscal Year 1982, or any subsequent United States Fiscal Year during which commodities financed under this Agreement are being imported or utilized.

B. Commodities to which export limitations apply: for the purposes of Part I, Article III(A) (4) of this Agreement, the commodities which may not be exported are: wheat, wheat flour, rolled wheat, semolina, farina, bulgar (or the same produce under different names).

ITEM V. SELF-HELP MEASURES:

A. The Government of the importing country agrees to undertake self-help measures to improve the production, storage and distribution of agricultural commodities. The following self-help measures shall be implemented to contribute directly to development progress in poor rural areas and enable the poor to participate actively in increasing agricultural production through small farm agriculture.

1. Eliminate the consumer price subsidy for wheat products.

2. Increase private sector participation in wheat/wheat flour importation by licensing private import of wheat and wheat flour with foreign exchange available from the banking system at the official rate of exchange.

3. Continue the following agricultural products free of export duties: groundnuts, edible oil and sesame. In order to avoid unnecessary adverse impact on production and revenues the Government of the Sudan will keep under surveillance export duties on other agricultural products.

4. The Government of Sudan will continue to maintain the weekly/monthly reporting system for monitoring stocks and arranging for the timely shipments of wheat imports in order to maintain the stocks at adequate levels.

5. In order to avoid favoring imported food over domestic food production, the Government of the Sudan will keep exchange and trade policies under surveillance.

ITEM VI. ECONOMIC DEVELOPMENT PURPOSES FOR WHICH PROCEEDS ACCRUING TO IMPORTING COUNTRY ARE TO BE USED:

A. The proceeds accruing to the Government of the Sudan from the sale of commodities financed under this Agreement will be used for financing the self-help measures set forth in the Agreement, and for development in the agriculture and rural development sector in a manner designed to increase the access of the poor in the recipient country to an adequate, nutritious and stable food supply.

B. In the use of proceeds for these purposes emphasis will be placed on directly improving the lives of the poorest of the Sudan's people and their capacity to participate in the development of their country.

ITEM VII.

Notwithstanding the provision in the Title I Agreement of December 24, 1977 found in Part III A subparagraph 2 which provides for entry into force of said agreement upon United States Embassy receipt of notification of the completion of the constitutional procedures for ratification required by applicable law of the Democratic Republic of Sudan, the present agreement shall become effective immediately upon signature of the two parties shown below.

In witness whereof, the respective representatives, duly authorized for the purpose, have signed the present Agreement. Done at Khartoum in duplicate the 13th day of February 1982.

FOR THE GOVERNMENT OF THE DEMOCRATIC REPUBLIC OF THE SUDAN

BY: [1]

TITLE: MINISTER

DATE: 13TH FEB. 82

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

BY: C. William Kontos [2]

TITLE:

DATE:

[1] Faroug Ibrahim El Magboul.
[2] C. William Kontos.

Agenda for Negotiations Between the Government of the United States of America and the Government of the Democratic Republic of the Sudan for Sales of Agricultural Commodities

On February 9, 1982 the following delegates representing the Government of the United States of America and the Government of the Democratic Republic of the Sudan met to discuss the draft agreement proposed for signature between the two countries for the sale of agricultural commodities.

For the United States:

Arthur W. Mudge, Director, USAID/Sudan
Keith W. Sherper, Deputy Director, USAID/Sudan

For the Democratic Republic of the Sudan:

H.E. Faroug Ibrahim El Magboul, Minister of Cooperation, Commerce and Supply
Syd. Yousif Ahmed Abdalla, Director General for Supply and Internal Trade, Ministry of Cooperation, Commerce and Supply

The draft agreement was reviewed, and all points were agreed upon by the two delegations, with the exception of revisions in the self-help measures which were subsequently agreed upon, subject to AID/Washington approval.

The following points were emphasized by the U.S. delegation:

1. The Government of Sudan (GOS) was advised that the export value specified in Item I, Part II may not be exceeded. That is, if commodity prices increase over those used in Part II of the proposed agreement, the quantity to be financed under the agreement will be less than the approximate maximum quantity set forth in Part II. However, should actual prices be lower at the time of purchases, the GOS may purchase up to the maximum export market value.

2. The GOS was encouraged to make an early request, through their Embassy in Washington, for purchase authorizations (PAs). The GOS was reminded of the need to open letters of credit promptly for both commodities and freight after the PAs are issued, commodities purchased, and vessels booked.

3. Payment terms were discussed. No problems with it were encountered.

4. The GOS accepted the UMR of 154,000 MT wheat/wheat flour on a grain equivalent basis.

5. The export limitations were noted as standard provisions and no problems were raised.

6. The self-help measures were revised and agreed to by both sides, subject to approval by AID/Washington. The GOS was advised that sales proceeds must be used for the development of the agriculture and rural development sector in a manner designed to increase the access of the poor to an adequate, nutritious and stable food supply. Emphasis is to be placed on directly improving the lives of the poorest and their capacity to participate in development of their country.

7. The GOS was advised of their responsibility for timely submission of reporting requirements regarding compliance, shipping and arrival information (ADP) sheets, self-help and uses of sales proceeds. It was noted that failure to submit timely, accurate and substantive self-help reports could delay processing of future Title I requests. Self-help reports are due at USAID by November 15 of the year following signing of this Agreement.

8. Operational reporting cable needs were discussed, particularly:

(A) Type and grade of commodities to be purchased in accordance with official U.S. standards. The GOS desires:

Hard Red Winter Wheat No. 1
or better as per official U.S.
standards for grain

Protein content:	11 percent minimum
Moisture:	13 percent maximum
Crop Year:	1981

(B) Proposed contracting and delivery schedules (delivery defined as delivery to vessel at U.S. ports). The GOS stated that the estimated delivery date will be the end of February or early March.

(C) Terminal feasible delivery date noted was: the end of March 1982. The ability to receive, store and distribute the wheat purchases to prevent spoilage or waste if the PAs are issued with the proposed delivery dates was assured by the GOS delegation. The GOS also assured that the distribution of wheat will not result in a disincentive to, or interfere with, domestic production/marketing.

(D) Name and address of bank in Sudan and U.S. commercial bank through which letters of credit for commodity and ocean freight will be opened. The GOS stated: Bank of Sudan, Khartoum. The name of the U.S. commercial bank will be communicated by the Economic Counselor, Sudan Embassy, Washington, D.C.

(E) The GOS assured that they are prepared to make prompt transfers of funds to cover the ocean freight costs on commodities purchased under the agreement.

9. The GOS assured the U.S. delegation that arrangements have been made by the appropriate authorities to relay to the Sudanese Embassy in Washington all instructions, information and authority necessary to ensure the timely implementation of the Agreement, including:

(A) Items noted in paragraph 8 above.

(B) Complete instructions regarding arrangements for purchasing commodities and contracting for freight, including appointment of purchasing and/or shipping agent (if applicable).

(C) Instructions to contact Program Operations Division, Export Credits, Foreign Agricultural Service, USDA, telephone (202) 447-5780, for further assistance in implementing the agreement.

10. The GOS representatives were reminded that, under current regulatory and legislative requirements:

(A) Purchase of wheat must be made on the basis of Invitations for Bids (IFBs) publicly advertised in the U.S. and on the basis of bids (offers) which shall conform to the IFB. Bids must be received and publicly opened in the U.S. All awards under IFBs must be consistent with open, competitive and responsive bid procedures.

(B) Terms of all IFBs (including IFBs for ocean freight) must be approved by the General Sales Manager, Foreign Agricultural Service (FAS), USDA, prior to issuance.

(C) If the GOS nominates a purchasing or shipping agent to procure the wheat or arrange ocean transport under the agreement, the GOS is required to notify the General Sales Manager, FAS, USDA, in writing, of such nomination and attach a copy of the proposed agency agreement. All purchasing and shipping agents must be approved by the General Sales Manager, FAS, USDA, in accordance with regulatory standards designed to eliminate certain potential conflicts of interest.

11. The GOS assured that appropriate measures will be taken to ensure that operable and irrevocable letters of credit for both wheat and freight will be issued as soon as possible after commodities are purchased and ocean freight booked. The GOS was advised that commodity and ocean freight suppliers may refuse to load vessels when acceptable letters of credit for wheat/ocean freight are not available at the time of loading, possibly resulting in costly claims by vessel owners (demurrage) and by wheat suppliers (carrying charges). The GOS must open letters of credit for 100 percent of ocean freight no later than 48 hours prior to vessel presentation for loading, providing for sight payment or in U.S. dollars in favor of the ocean transport supplier on the basis of tonnage and rates specified in the applicable charter party or booking note.

12. The U.S. delegation reviewed Section 17.9 (M) of the Title I financing regulations concerning the payment of the final 10 percent of ocean freight charges. It was pointed out that where ocean freight contract provides for demurrage and despatch, 90 percent of the ocean freight must be paid promptly on arrival of cargo. The remaining 10 percent less despatch, if any, should be paid promptly to the carrier upon safe arrival of the cargo at Port Sudan. Claims against the carrier for damaged or lost cargo should be pursued through normal channels and not be deducted from the ocean freight.

[RELATED LETTER]

The Democratic Republic of the Sudan
MINISTRY OF CO-OPERATION
COMMERCE & SUPPLY
P. O. Box 184, Khartoum, Sudan
Telex No. 229

Minister's Office

جمهورية السودان الديمقراطية
وزارة التعاون والتجارة والتموين
ص.ب: ١٨٤ الخرطوم - السودان
تلكس: تجارة
رقم ٢٢٩

مكتب الوزير

MCCS/M0/10-11 : الرقم

التاريخ : ــــ/ــــ/ــــ

February 13, 1982

Excellency:

In clarification of the self-help measures listed in Item V of the Agreement of this date between the Government of the United States and the Government of the Democratic Republic of the Sudan for sale of agricultural commodities, the Government of the Democratic Republic of the Sudan undertakes:

1. To eliminate the consumer price subsidy for wheat by August 1982;

2. To permit the import of wheat and wheat flour by the private sector, including bakeries, as soon as subsidies are removed on wheat/wheat flour/ bread which is planned for no later than August 1982;

3. To review the exchange rate and be flexible in exchange rate policy pursuant to current understandings with the IMF; and

4. To provide a report to the United States Government by the end of its fiscal year 1982 reviewing the impact of export duties on sorghum, meat and livestock exports to determine whether further reductions would have sufficient beneficial impact on production to outweigh the loss in revenues therefrom.

FOR THE GOVERNMENT OF THE DEMOCRATIC REPUBLIC OF THE SUDAN

Faroug Ibrahim El Magboul
Minister of Cooperation,
Commerce and Supply

H.E. C. William Kontos
Ambassador of the United States of America
Khartoum

GPO: 1985 45-465

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SCIENTIFIC AND TECHNOLOGICAL COOPERATION

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Agreement Between the
UNITED STATES OF AMERICA
and the SOCIALIST REPUBLIC
of ROMANIA

Extending the Memorandum of
Understanding of February 27, 1979

Effected by Exchange of Letters
Signed at Bucharest and Washington
January 14 and February 26, 1982

S9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89-497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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Washington, D.C. 20402

SOCIALIST REPUBLIC OF ROMANIA

Scientific and Technological Cooperation

Agreement extending the memorandum of understanding of February 27, 1979.
Effected by exchange of letters
Signed at Bucharest and Washington January 14 and February 26, 1982;
Entered into force February 26, 1982.

The Romanian First Vice President, National Council for Science and Technology, to the Director, National Science Foundation

Strip in offset folio 2 and mend with the following [1]

REPUBLICA SOCIALISTĂ ROMÂNIA

CONSILIUL NAȚIONAL
PENTRU
ȘTIINȚĂ ȘI TEHNOLOGIE
Cabinetul Prim-vicepreședintelui

*Nr.*_____

*București*_____ *197*__

Dr. John Slaughter
Director,
National Science Foundation
Washington D.C. 20550
U S A

14 January 1982

Dear Dr Slaughter,

I have the pleasure to write you in connection with the Memorandum of Understanding on Scientific and Technological Cooperation between the National Council for Science and Technology (NCST) of the Socialist Republic of Romania and the National Science Foundation (NSF) of the United States of America, signed at Bucharest on February 27, 1979.[1]

According to the provisions of the Article VII, paragraph 3 of the said document, the Memorandum is in effect for a three year period from the date of signature and, by mutual consent, along with its Annex can be renewed for other three year periods, by an appropriate exchange of letters.

Taking into account that the good carrying on of the agreed activities have not been impeded by any of the Memorandum provisions, as well as the NCST wish to continue the scientific and technological cooperation with the NSF, as it has been already stated during our talks in Washington D.C. of November 2, 1981, the NCST proposes the extension of the validity of the Memorandum and its Annex for a new three year period, without any change of the existing text.

Convinced that the NSF will share the proposal of the NCST, looking forward to your answer, I remain

Sincerely yours,

Prof. Ioan Ursu

First Vice President
National Council for Science
and Technology

---

[1] TIAS 9731; 32 UST 8150

The Director, National Science Foundation, to the Romanian First Vice President, National Council for Science and Technology

NATIONAL SCIENCE FOUNDATION
WASHINGTON, D.C. 20550

OFFICE OF THE DIRECTOR

February 26, 1982

Professor Ioan Ursu
First Vice-President
National Council for Science
and Technology
Bucharest, Romania

Dear Professor Ursu:

I am pleased to acknowledge receipt of your letter of January 14, 1982 by which you propose to extend the Memorandum of Understanding on Scientific and Technological Cooperation between the National Science Foundation of the United States of America and the National Council for Science and Technology of the Socialist Republic of Romania signed in Bucharest on February 27, 1979 for an additional three-year period without any change of the existing text.

Confident that this action represents a further step in the development of mutually beneficial cooperative relations between our two countries, I accept your proposal to extend the Memorandum of Understanding through February 27, 1985.

Sincerely yours,

John B. Slaughter
Director

11354

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TELECOMMUNICATIONS

Radio Communications Between Amateur Stations on Behalf of Third Parties

Arrangement Between the
UNITED STATES OF AMERICA
and ST. LUCIA

Effected by Exchange of Notes
Dated at Bridgetown and Castries
August 10, 1981 and February 17, 1982

S9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89–497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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ST. LUCIA

Telecommunications: Radio Communications Between Amateur Stations on Behalf of Third Parties

Arrangement effected by exchange of notes
Dated at Bridgetown and Castries August 10, 1981 and February 17, 1982;
Entered into force March 19, 1982.

The American Embassy to the St. Lucian Ministry of Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA

No. 014

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of St. Lucia and has the honor to propose that an arrangement be concluded between the United States and St. Lucia to permit the exchange of third party messages between the radio amateurs of the United States and St. Lucia.

The Embassy has been authorized to submit for the consideration of the St. Lucian Government, the following proposal:

"Amateur radio stations of St. Lucia and of the United States may exchange internationally messages or other communications from or to third parties, provided:

"1. No compensation may be directly or indirectly paid on such messages or communications.

"2. Such communications shall be limited to conversations or messages of a technical or personal nature for which, by reason of their unimportance, recourse to the public telecommunications service is not justified. To the extent that in the event of disaster, the public telecommunications service is not readily available for expeditious handling of communications relating directly to safety of life or property, such communications

may be handled by amateur stations of the respective countries.

"3. This arrangement shall be applicable with respect to all amateur radio stations duly licensed by appropriate authorities of either the United States or St. Lucia.

"4. This arrangement shall be subject to termination by either government on sixty days' notice to the other government, by further arrangement between the two governments dealing with the same subject, or by the enactment of legislation in either country inconsistent therewith."

The Embassy has the honor to suggest to the Ministry of Foreign Affairs, providing that the Ministry concurs with the proposal quoted above, that this note, together with the Ministry's note in reply concurring with the proposal, constitute an understanding between the two Governments with respect to this matter, such understanding to be effective 30 days from the time of the Ministry's note in reply.

The Embassy avails itself of this opportunity to renew to the Ministry of Foreign Affairs of St. Lucia the assurances of its highest consideration.

Embassy of the United States of America

Bridgetown, August 10, 1981

The St. Lucian Ministry of Foreign Affairs to the American Embassy

Note No. 27/82

The Ministry of Foreign Affairs of Saint Lucia presents its compliments to the Embassy of the United States of America in Barbados and has the honour to acknowledge the receipt of its Note Verbale No. 014 dated 10 August, 1981 containing the following proposal for the conclusion of an arrangement between the United States of America and Saint Lucia which would permit the exchange of third party messages between amateurs of the United States of America and Saint Lucia.

[For text of U.S. note, see pp. 2-3.]

The Ministry of Foreign Affairs wishes to inform the Embassy of the United States of America that the Government of Saint Lucia accepts the proposal to conclude the aforesaid arrangement and that the same be hereby formalised and enter into force thirty (30) days from the date of this Note.

The Ministry of Foreign Affairs of Saint Lucia avails itself of this opportunity to renew to the Embassy of the United States of America in Barbados the assurances of its highest consideration.

Ministry of Foreign Affairs,.
Floissac's Building,
Brazil Street,
Castries,
Saint Lucia.

17 February, 1982

10355

EMPLOYMENT

Agreement Between the
UNITED STATES OF AMERICA
and BOLIVIA

Effected by Exchange of Notes
Signed at La Paz March 5, 1982

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S9. 10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89-497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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BOLIVIA

Employment

Agreement effected by exchange of notes
Signed at La Paz March 5, 1982;
Entered into force March 5, 1982.

The American Ambassador to the Bolivian Minister of Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA

La Paz, March 5, 1982

No. 3

Excellency:

I have the honor to propose to Your Excellency an agreement to provide that dependents of employees of the Government of Bolivia assigned to official duty in the United States and the dependents of employees of the Government of the United States assigned to official duty in Bolivia be authorized to accept remunerative employment without restriction as to type of employment. For the purpose of this arrangement, "dependents" shall include

(1) Spouses

(2) Unmarried dependent children under 21 years of age

(3) Unmarried dependent children under 25 years of age who are in full-time attendance as students at a post-secondary educational institution, and

(4) Unmarried children who are physically or mentally disabled.

His Excellency
Dr. Gonzalo Romero Alvarez García
Minister of Foreign Affairs
La Paz

In the case of dependents of employees of the Government of Bolivia assigned to official duty in the United States of America and who hold an offer of employment in the United States, an official request will be made by the Embassy of Bolivia in Washington to the Chief of Protocol that the dependent has permission to accept employment. Upon verification that the person is a dependent of an official employee, the Embassy of Bolivia will be informed by the office of the Chief of Protocol that the dependent has permission to accept employment.

In the case of dependents of career and support staff members of diplomatic and consular missions of the United States of America in Bolivia and dependents of other employees of the Government of the United States assigned to official duty in Bolivia who seek employment in Bolivia, the request shall be made by the United States Embassy in Bolivia to the Ministry of Foreign Affairs, which, after verification, shall indicate approval and provide the necessary employment authorization.

As to dependents who obtain employment under this agreement and who have immunity from the jurisdiction of the receiving country in accordance with Article 37 of Vienna Convention on Diplomatic Relations,[1] or any other applicable international agreement, immunity from civil and administrative jurisdiction with respect to all matters arising out of such employment is hereby waived by the sending state concerned. Such dependents are also responsible for payment of income tax and social security contributions on any remuneration received as a result of employment in the receiving state.

---

[1] Done Apr. 18, 1961. TIAS 7502; 23 UST 3244.

Should Your Excellency agree with the proceeding proposal, this note and your Excellency's note of reply, manifesting such agreement, will constitute an agreement between our two governments.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest consideration.

Edwin G. Corr

The Bolivian Minister of Foreign Affairs to the American Ambassador

REPUBLICA DE BOLIVIA

MINISTERIO DE RELACIONES EXTERIORES Y CULTO

G.M./Nº 97

La Paz, 5 de marzo de 1982.

Señor Embajador:

Tengo el honor de acusar recibo de la atenta Nota Nº 3 de Vuestra Excelencia, fechada hoy, cuyo texto es como sigue:

" Excelencia:----------"
" Tengo el honor de proponer a Vuestra Excelencia un acuerdo "
" para que los dependientes de empleados del Gobierno de Bolivia"
" en misión oficial en los Estados Unidos de América y los "
" dependientes de empleados del Gobierno de los Estados Unidos "
" de América en misión oficial en Bolivia puedan aceptar empleos"
" remunerados sin restricciones en cuanto a clase de trabajo.---"
" A los efectos de este acuerdo, se considerará "dependientes" "
" a:---------- "
" (1) Cónyuges;---------- "
" (2) Hijos solteros dependientes menores de 21 años de edad;-- "
" (3) Hijos solteros dependientes menores de 25 años de edad "
" que asisten tiempo completo como estudiantes en institu- "
" ciones educativas post-secundarias;---------- "
" (4) Hijos solteros física o mentalmente incapacitados.------ "
" En el caso de dependientes de empleados del Gobierno de "
" Bolivia destinados en misión oficial en los Estados Unidos "
" de América que desean emplearse en los Estados Unidos la "
" Embajada de Bolivia en Washington dirigirá una solicitud "
" oficial al Jefe de Protocolo del Departamento de Estado "
" indicando que el dependiente tiene permiso para aceptar el "
" empleo. Después de verificarse que la persona es dependiente "
" de un empleado oficial, la oficina del Jefe de Protocolo "
" informará a la Embajada de Bolivia que el dependiente tiene "
" permiso para aceptar el trabajo.---------- "
" En el caso de dependientes de personal de carrera y apoyo de "
" misiones diplomáticas y consulares de los Estados Unidos de "
" América en Bolivia, y de dependientes de otros empleados del "
" Gobierno de los Estados Unidos destinados en misión oficial "
" en Bolivia, que desean emplearse en Bolivia la petición será "
" hecha por la Embajada de los Estados Unidos en La Paz al "
" Ministerio de Relaciones Exteriores, la cual, después de su "
" verificación, será aprobada y se otorgará la autorización "
" necesaria para el empleo.---------- "

Al Excelentísimo Señor

Edwin G. Corr
Embajador Extraordinario y Plenipotenciario
de los Estados Unidos de América

Presente.

" Respecto a los dependientes que obtengan trabajo bajo este "
" acuerdo y que tengan inmunidad de jurisdicción en el país "
" receptor de acuerdo al Artículo 37 de la Convención de Viena"
" de Relaciones Diplomáticas, o cualquier otro acuerdo inter- "
" nacional pertinente, el Estado acreditante por el presente "
" acuerdo renuncia a la inmunidad de jurisdicción civil y "
" administrativa respecto a todos los asuntos que deriven de "
" tal trabajo. Tales dependientes serán también responsables "
" del pago de impuestos sobre sueldos y contribuciones al se- "
" guro social sobre cualquier remuneración recibida como re- "
" sultado del trabajo en el Estado receptor.---------- "
" En caso de que Vuestra Excelencia se declare conforme con "
" lo propuesto precedentemente, esta Nota y la Nota de res- "
" puesta de Vuestra Excelencia, en la que conste tal manifes- "
" tación, constituirán un Acuerdo entre nuestros dos Gobier- "
" nos.---------- "
" Me valgo de esta oportunidad para renovar a Vuestra Exce- "
" lencia las seguridades de mi más alta consideración.------ "
" Fdo.- Edwin G. Corr.-- Embajador Extraordinario y Plenipo- "
" tenciario de los Estados Unidos de América.---------- "
" A su Excelencia Dr. Gonzalo Romero Alvarez García, Minis- "
" tro de Relaciones Exteriores y Culto.---------- "
" La Paz.---------- "

En respuesta, me es grato comunicar a Vuestra Excelencia que mi Gobierno manifiesta su conformidad con las proposiciones contenidas en el texto anteriormente transcrito y que está de acuerdo en considerar la Nota de Vuestra Excelencia y la presente Nota de respuesta como un acuerdo formal entre nuestros dos Gobiernos.

Me valgo de esta oportunidad para renovar a Vuestra Excelencia las seguridades de mi más alta consideración.

Dr. Gonzalo Romero A. G.
Ministro de Relaciones Exteriores
y Culto

TRANSLATION

Republic of Bolivia
Ministry of Foreign Relations and Worship
G.M./No. 97

La Paz, March 5, 1982

Mr. Ambassador:

I have the honor to acknowledge receipt of Your Excellency's note No. 3 of today's date, which reads as follows:

[For the English language text, see pp. 2-4.]

In reply, I am pleased to inform Your Excellency that my government accepts the proposals contained in the text transcribed above and agrees to consider Your Excellency's note and this reply thereto as a formal agreement between our two governments.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest consideration.

G. Romero

Gonzalo Romero A.G.
Minister of Foreign Relations and Worship

His Excellency
Edwin G. Corr,
Ambassador Extraordinary and Plenipotentiary
of the United States of America,
La Paz.

10356

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DESERTIFICATION

Arid and Semi-Arid Lands Management and Desertification Control

Agreements Between the
UNITED STATES OF AMERICA
and MEXICO

Extending the Agreement of
February 16, 1979

Effected by Exchange of Notes
Dated at Mexico and Tlatelolco
February 11 and March 11, 1982

And Exchange of Notes
Dated at Mexico and Tlatelolco
April 15 and May 6, 1982

S 9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89-497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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MEXICO

Desertification: Arid and Semi-Arid Lands Management and Desertification Control

Agreements extending the agreement of February 16, 1979.
Effected by exchange of notes
Dated at Mexico and Tlatelolco February 11 and March 11, 1982;
Entered into force March 11, 1982;
Effective February 16, 1982.
And exchange of notes
Dated at Mexico and Tlatelolco April 15 and May 6, 1982;
Entered into force May 6, 1982;
Effective April 16, 1982.

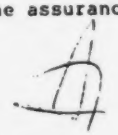
The American Embassy to the Mexican Department of Foreign Relations

NO. 215

The Embassy of the United States of America presents its compliments to the Secretariat of Foreign Relations and has the honor to refer to the Agreement between the Government of the United States of America and the Government of the United Mexican States on Cooperation to Improve the Management of Arid and Semi-Arid Lands and Control Desertification. [1] This Agreement is scheduled to expire on February 16, 1982.

The Government of the United States of America proposes to exchange diplomatic notes with the Government of the United Mexican States providing for a sixty day extension of the Agreement.

The Embassy of the United States of America avails itself of this opportunity to renew to the Secretariat of Foreign Relations the assurances of its highest consideration.



The Embassy of the United States of America

México, D. F., February 11, 1982

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[1] TIAS 9444; 30 UST 4009.

The Mexican Department of Foreign Relations to the American Embassy

ESTADOS UNIDOS MEXICANOS
SECRETARIA DE RELACIONES EXTERIORES
MEXICO

315586 La Secretaría de Relaciones Exteriores saluda atentamente a la Embajada de los Estados Unidos de América y tiene el honor de referirse a su nota 215, del 11 de febrero pasado, en la que propone que el Convenio entre México y los Estados Unidos de América sobre Cooperación para mejorar el Manejo de las Tierras Aridas y Semiáridas y Controlar la Desertificación, firmado el 16 de febrero de 1979, se prorrogue por 60 días más, a partir del 16 de febrero de 1982.

Al respecto, la Secretaría informa a la Embajada que el Gobierno de México está de acuerdo en prorrogar dicho Convenio en los términos referidos.

La Secretaría de Relaciones Exteriores aprovecha la oportunidad para renovar a la Embajada de los Estados Unidos de América el testimonio de su más alta consideración.

Tlatelolco, D. F., a 11 de marzo de 1982.

A la Embajada de los
Estados Unidos de América,
C i u d a d .

TRANSLATION

UNITED MEXICAN STATES
MINISTRY OF FOREIGN RELATIONS
MEXICO

No. 315586

The Department of Foreign Relations presents its compliments to the Embassy of the United States of America and has the honor to refer to its note No. 215 of February 11, 1982, proposing that the Agreement between Mexico and the United States of America on Cooperation to Improve the Management of Arid and Semi-Arid Lands and Control Desertification, signed on February 16, 1979, be extended for sixty days beginning on February 16, 1982.

In this regard, the Department informs the Embassy that the Government of Mexico agrees to extend the Agreement on the above-mentioned terms.

The Department of Foreign Relations avails itself of the opportunity to renew to the Embassy of the United States of America the assurances of its highest consideration.

Tlatelolco, D.F., March 11, 1982

[Initialed]

Embassy of the United States of America,
Tlatelolco, D.F.

The American Embassy to the Mexican Department of Foreign Relations

No. 563

The Embassy of the United States of America presents its compliments to the Secretariat of Foreign Relations and has the honor to refer to the sixty day extension of the Agreement between the Government of the United States of America and the Government of the United Mexican States on Cooperation to Improve the Management of Arid and Semi-Arid Lands and Control Desertification. This sixty day extension of the Agreement is scheduled to expire on April 16, 1982.

The Government of the United States of America proposes to exchange diplomatic notes with the Government of the United Mexican States providing for an additional ninety day extension of the Agreement.

The Embassy of the United States of America avails itself of this opportunity to renew to the Secretariat of Foreign Relations the assurances of its highest consideration.

The Embassy of the United States of America
México, D. F., April 15, 1982.

The Mexican Department of Foreign Relations to the American Embassy

ESTADOS UNIDOS MEXICANOS
SECRETARIA DE RELACIONES EXTERIORES
MEXICO

316055 La Secretaría de Relaciones Exteriores saluda atentamente a la Embajada de los Estados Unidos de América y tiene el honor de referirse a su nota 563, fechada el 15 de abril pasado, en la que propone que el Convenio entre México y los Estados Unidos de América sobre Cooperación para Mejorar el Manejo de las Tierras Aridas y Semiáridas y Controlar la Desertificación, firmado el 16 de febrero de 1979, se prorrogue por 90 días más, a partir del 16 de abril de 1982.

Al respecto, la Secretaría informa a la Embajada que el Gobierno de México está de acuerdo en prorrogar dicho Convenio en los términos referidos.

La Secretaría de Relaciones Exteriores aprovecha la oportunidad para renovar a la Embajada de los Estados Unidos de América el testimonio de su más alta consideración.

Tlatelolco, D.F., a 6 de mayo de 1982.

A la Embajada de los
Estados Unidos de América,
Ciudad

TRANSLATION

UNITED MEXICAN STATES
MINISTRY OF FOREIGN RELATIONS
MEXICO

No. 316055

The Department of Foreign Relations presents its compliments to the Embassy of the United States of America and has the honor to refer to its note No. 563 of April 15, 1982, in which it proposes that the Agreement between Mexico and the United States of America on Cooperation to Improve the Management of Arid and Semi-Arid Lands and Control Desertification, signed on February 16, 1979, be extended for an additional 90 days beginning April 16, 1982.

In that regard, the Department wishes to inform the Embassy that the Government of Mexico agrees to the proposed extension of the above-mentioned Agreement.

The Department of Foreign Relations avails itself of this opportunity to renew to the Embassy of the United States of America the assurances of its highest consideration.

Tlatelolco, D.F., May 6, 1982

[Initialed]

Embassy of the United States of America,
Mexico, D.F.

0357

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POLLUTION

Addition to Joint Contingency Plan of Annex V Concerning Dixon Entrance Waters

Agreement Between the
UNITED STATES OF AMERICA
and CANADA

Effected by Exchange of Notes
Signed at Ottawa March 5 and 17, 1982

9. 10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89–497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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Washington, D.C. 20402

CANADA

Pollution: Addition to Joint Contingency Plan of Annex V Concerning Dixon Entrance Waters

Agreement effected by exchange of notes
Signed at Ottawa March 5 and 17, 1982;
Entered into force March 17, 1982.

The Canadian Secretary of State for External Affairs to the American Ambassador

Department of External Affairs — Ministère des Affaires extérieures

Canada

OTTAWA, K1A 0G2

March 5, 1982

LAO-373

Excellency,

I have the honour to refer to the Agreement between our two countries concerning the establishment of a Joint Marine Pollution Contingency Plan, brought into force by an Exchange of Notes in Ottawa on June 19, 1974 [1] and to recent discussions between representatives of our two Governments concerning the addition of a further annex (Annex V) [2] to the Plan, related to waters of Dixon Entrance off the Pacific Coast of Canada and the United States.

I have the honour to propose that Annex V be added to the Joint Marine Pollution Contingency Plan and that it be given the same effect under the Plan as Annexes I to IV.

His Excellency Paul Heron Robinson Jr.
Ambassador of the United States of America
OTTAWA

---

[1] TIAS 7861, 8957; 25 UST 1280; 29 UST 2569.

[2] Not printed herein. The annex is deposited in the archives of the Department of State where it is available for reference.

If the foregoing proposals are acceptable to the Government of the United States, I have the honour to propose that this Note, which is equally authentic in English and French, and your Excellency's Note in reply shall constitute an Agreement between Canada and the United States which shall enter into force on the date of your reply.

Accept, Excellency, the renewed assurances of my highest consideration.

[1]

Secretary of State for
External Affairs

[1] Mark MacGuigan.

French Text of the Canadian Note

Department of External Affairs — Ministère des Affaires extérieures

Canada

OTTAWA, K1A OG2
le 5 mars 1982

LAO-373

Monsieur l'Ambassadeur,

J'ai l'honneur de me référer à l'Accord entre nos deux pays concernant l'établissement d'un Plan d'urgence conjoint en cas de pollution marine, rendu valide par un Echange de Notes à Ottawa, le 19 juin 1974, et aux discussions récentes entre les représentants de nos deux Gouvernements concernant l'adjonction d'une nouvelle annexe (Annexe V) au Plan, relatif aux eaux de l'entrée de Dixon s'étendant au large de la côte pacifique du Canada et des Etats-Unis.

J'ai l'honneur de proposer que l'Annexe V soit ajoutée au Plan conjoint en cas de pollution marine et ait le même effet en vertu du Plan que les Annexes I à IV.

Si les propositions qui précèdent agréent au Gouvernement des Etats-Unis, j'ai l'honneur de proposer que la présente Note, dont les versions française et anglaise font également foi, et la réponse de votre Excellence à cet effet constituent entre le Canada et les Etats-Unis, un Accord qui entrera en vigueur à la date de votre réponse.

Son Excellence M. Paul Heron Robinson Jr.,
Ambassadeur des Etats-Unis d'Amérique,
OTTAWA.

Veuillez agréer, Monsieur l'Ambassadeur, les assurances renouvelées de ma très haute considération.

le secrétaire d'Etat
aux Affaires extérieures

The American Ambassador to the Canadian Secretary of State for External Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA

Ottawa, March 17, 1982

No. 86

Sir:

I have the honor to acknowledge receipt of your Note, No. LAO 373, of March 5, 1982, which reads as follows:

Excellency:

"I have the honour to refer to the Agreement between our two countries concerning the establishment of a Joint Marine Pollution Contingency Plan, brought into force by an Exchange of Notes in Ottawa on June 19, 1974 and to recent discussions between representatives of our two Governments concerning the addition of a further annex (Annex V) to the Plan, related to waters of Dixon Entrance off the Pacific Coast of Canada and the United States.

"I have the honour to propose that Annex V be added to the Joint Marine Pollution Contingency Plan and that it be given the same effect under the Plan as Annexes I to IV.

"If the foregoing proposals are acceptable to the Government of the United States, I have the honour to propose that this Note, which is equally authentic in English and French, and your Excellency's Note in reply shall constitute an

The Honorable Mark MacGuigan,
Secretary of State for External Affairs,
Ottawa.

Agreement between Canada and the United States which shall enter into force on the date of your reply.

"Accept, Excellency, the renewed assurances of my highest consideration."

I have the honor to inform you that the foregoing proposals are acceptable to the Government of the United States of America and to confirm that your Note which is equally authentic in English and French, and this reply, shall constitute an Agreement between our two Governments which shall enter into force on the date of this reply.

Accept, Sir, the renewed assurances of my highest consideration.

Paul H. Robinson, Jr. [1]

[1] Paul H. Robinson, Jr.

10358

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10358

HEALTH

Employees' Compensation and Medical Care

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Agreement Between the
UNITED STATES OF AMERICA
and the PHILIPPINES

Signed at Manila March 10, 1982

S9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89-497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the au hority of the Secretary of State shall be competent evider ce . . . of the treaties, international agreements other t ıan treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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Washington, D.C. 20402

PHILIPPINES

Health: Employees' Compensation and Medical Care

Agreement signed at Manila March 10, 1982;
Entered into force March 10, 1982.

AGREEMENT BETWEEN
THE UNITED STATES OF AMERICA
AND
THE REPUBLIC OF THE PHILIPPINES
ON
EMPLOYEES' COMPENSATION AND MEDICAL CARE PROGRAMS

With reference to the American Embassy's Diplomatic note No. 560 dated October 9, 1979,[1] concerning a United States proposal that the Government of the United States participate in the Philippine Medical Care Program and the Employees' Compensation Program on behalf of Philippine Nationals employed by the U.S. Forces in the Philippines, and in compliance with the RP-US Joint Labor Committee Agreed Minutes dated April 11, 1979,[1] the Government of the Republic of the Philippines and the Government of the United States agree to the following provisions:

1. The Philippine Medical Care Program and the Employees' Compensation Program shall be extended to all Philippine national direct-hire employees of the U.S. Forces in the Philippines except those employees who are not eligible for coverage because they are not members of the Philippine Social Security System. Until such time as appropriate Philippine amendatory legislation becomes effective, these employees shall, with regard to Employees' Compensation, continue to be covered under the United States Federal Employees' Compensation Act,[2] and, with respect to Medical Care, they will be provided comparable benefits through private insurance, with premiums shared by

[1] Not printed.
[2] 80 Stat. 549; 5 U.S.C. § 8137.

the employer and the employee.

2. All provisions of the above cited programs shall be applied to the U.S. Forces in a manner identical with their application to all other employers covered by the laws.

3. The Philippine national employees of the U.S. Forces shall have the same benefits and protection and be subject to the same obligations and penalties under the programs as all other employees covered by the two programs.

4. This agreement will replace coverage for Philippine national employees of the U.S. Forces granted by 5 U.S. Code, Section 8137 (the Federal Employees' Compensation Act). Claims for injuries and occupational diseases contracted prior to the effective date of the agreement may continue to be filed under the Federal Employees' Compensation Act in accordance with its provisions. Claims regarding exposures subsequent to the effective date of this agreement shall be filed under the Philippine Employees' Compensation Program.

5. In order to eliminate reductions in various benefits incurred as a result of the transfer of Philippine employees from coverage under the U.S. Federal Employees' Compensation Act to the Philippine Employees' Compensation Program, and consistent with para 2 of the Base Labor Agreement [1] providing for uniform wages, working conditions and benefits for employees regardless of sources of funds used, the U.S. Forces agree to provide, subject to the authorization

[1] Signed May 27, 1968. TIAS 6542; 19 UST 5893.

and appropriation of funds by the United States Congress, certain supplemental benefits outlined in Annex A, which will be extended uniformly to both appropriated fund employees formerly covered by the Federal Employees' Compensation Act and also to non-appropriated fund employees of the U.S. Forces. These supplemental benefits will be reviewed whenever benefits under the Philippine Employees' Compensation Program are increased and will be adjusted so that supplemental payments, when combined with payments under the Philippine Employees' Compensation Program, do not exceed the scheduled benefits provided under the Federal Employees' Compensation Act existing at the time of the effective date of this agreement. Supplemental benefits shall be granted to appropriated and non-appropriated fund employees only upon a final finding made under the Philippine Employees' Compensation Program that the subject injury or death is compensable under the program.

6. Compensation paid under or pursuant to this Agreement is in lieu of all other compensation from the United States Government for the same injury or death and is exclusive satisfaction of all liability of the United States Government in respect of the particular injury or death.

7. In addition to Medical Care coverage, the U.S. Forces will provide a new, improved supplemental private group hospitalization insurance. Benefits are established in accordance with prevailing

practices in the Philippines as determined by periodic technical wage surveys conducted by the U.S. Armed Forces. Information on supplemental benefits under the group hospitalization program will be provided to employees.

8. It is agreed that any dispute, disagreement, claim or grievance initiated by the Government of the Republic of the Philippines or the United States Government and arising out of or relating to the interpretation or administration of this agreement shall be referred to the RP-US Joint Labor Committee in accordance with Article III (5) of the Base Labor Agreement of 1968. Disputes, disagreements, claims or grievances not settled in the Committee shall be resolved through diplomatic channels in lieu of resort to the courts or tribunals of either government. A dispute, disagreement, claim or grievance initiated by a Philippine employee of the U.S. Forces shall be settled in accordance with procedures established under or in accordance with applicable Philippine law.

9. Nothing in this agreement shall imply any waiver by either the Government of the Republic of the Philippines or the United States Government of its immunities under international law.

10. Provisions of this agreement shall become effective upon signing.

11. In witness thereof, the undersigned, being duly authorized by their respective government, have signed this agreement.

Done at Manila, in duplicate, this tenth day of March, 1982.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

JAMES D. ROSENTHAL
Charge d'Affaires, a.i.

FOR THE GOVERNMENT OF THE REPUBLIC OF THE PHILIPPINES:

BLAS F. OPLE
Minister of Labor and Employment

MEMBERS OF THE U.S. NEGOTIATING TEAM:

Leonard Sandman, Chairman
American Embassy

(Deceased October 18, 1981)
Charles W. Harner
CINCPACREPPHIL

Thomas O'Brien
U.S. Air Force

MEMBERS OF THE PHILIPPINE NEGOTIATING TEAM:

Carmelo C. Noriel, Chairman
Deputy Minister, Ministry of Labor and Employment

Ruben de Ocampo
Member, Batasang Pambansa

Jose C. Denoga
Philippine Medical Care Commission

Fabiana Patag
Social Security Commission

Eleonor Cayapas
Employees' Compensation Commission

ANNEX A

SUPPLEMENTAL BENEFITS
IN ADDITION TO THE PHILIPPINE WORKMEN'S COMPENSATION BENEFITS
EXTENDED TO BOTH APPROPRIATED AND NON-APPROPRIATED FUND EMPLOYEES
OF THE U.S. FORCES IN THE PHILIPPINES

(Death or personal injury from any accident arising out of and in the course of performing assigned duties and responsibilities of employment)

PERMANENT/PARTIAL DISABILITY	GROUP 1	GROUP 2	GROUP 3	GROUP 4
SCHEDULE OF AWARDS* (MAXIMUM SHOWN)	PG 1 - PG 15	PG 16 - PG 20	PW 1 - PW 20	PWL/PWF/PWP
LOSS OF ARM	₱26,600.00	₱33,750.00**	₱15,450.00	₱33,750.00**
LOSS OF LEG	22,700.00	33,750.00**	12,850.00	33,750.00**
LOSS OF HAND	19,600.00	33,750.00**	11,150.00	30,800.00
LOSS OF FOOT	16,400.00	33,750.00**	9,500.00	25,525.00
LOSS OF EYE	13,300.00	33,750.00**	7,725.00	20,700.00
LOSS OF THUMB	4,400.00	12,250.00	2,400.00	7,100.00
LOSS OF FIRST FINGER	1,200.00	5,500.00	100.00	2,675.00
LOSS OF GREAT TOE	1,800.00	5,800.00	775.00	3,200.00
LOSS OF SECOND FINGER	350.00	3,100.00	-	1,300.00
LOSS OF THIRD FINGER	650.00	3,250.00	-	1,550.00
LOSS OF (OTHER THAN GREAT TOE)	-	1,225.00	-	450.00
LOSS OF FOURTH FINGER	200.00	900.00	-	200.00
TRAUMATIC INJURY RESULTING IN LOSS OF HEARING - ONE EAR	4,500.00	12,575.00	2,525.00	7,350.00
TRAUMATIC INJURY RESULTING IN LOSS OF HEARING - TWO EARS	12,000.00	33,750.00**	4,075.00	22,625.00
PERMANENT AND TOTAL PARALYSIS	33,750.00**	33,750.00**	33,750.00**	33,750.00**
PARALYSIS OF THE TRUNK FROM SPINAL/NERVE INJURY	26.500.00	33,750.00**	15,450.00	33,750.00**
DEATH OCCURRING WITHIN 1 YEAR OF AND DIRECTLY ATTRIBUTABLE TO ON THE JOB INJURY	33,750.00***	33,750.00***	33,750.00***	33,750.00***

*All compensation awards will be proportionate to the degree of loss of member as determined by the Philippine Employees' Compensation Program.

**Limited to death benefit. Compensation for a combination of two or more injuries is limited to the sum of the combined benefits or the death benefit, whichever is the lesser.

***Includes burial expenses formerly paid under U.S. Federal Employees' Compensation Act.

[Footnotes in the original.]

10359

OCEANOGRAPHIC RESEARCH

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Geoscientific Research and Mineral Resources Studies of the South Pacific Region

Agreement Between the
UNITED STATES OF AMERICA,
AUSTRALIA and NEW ZEALAND

Signed at Suva March 12, 1982

S9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89-497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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MULTILATERAL

Oceanographic Research: Geoscientific Research and Mineral Resources Studies of the South Pacific Region

Agreement signed at Suva March 12, 1982;
Entered into force March 12, 1982.

AGREEMENT BETWEEN THE GOVERNMENTS OF AUSTRALIA, NEW ZEALAND AND THE UNITED STATES OF AMERICA IN COOPERATION WITH THE COMMITTEE FOR THE COORDINATION OF JOINT PROSPECTING FOR MINERAL RESOURCES IN SOUTH PACIFIC OFFSHORE AREAS RELATING TO THE CONDUCT OF A JOINT PROGRAMME OF MARINE GEOSCIENTIFIC RESEARCH AND MINERAL RESOURCE STUDIES OF THE SOUTH PACIFIC REGION

The Governments of Australia, New Zealand and the United States of America in cooperation with the Committee for the Coordination of Joint Prospecting for Mineral Resources in South Pacific Offshore Areas (CCOP/SOPAC),

Recalling that interested Pacific Island Governments, namely the Governments of the Cook Islands, Fiji, Kiribati, Papua New Guinea, Solomon Islands, the Kingdom of Tonga, Vanuatu and Western Samoa have requested CCOP/SOPAC to initiate certain programmes and investigations with respect to the mineral potential of the ocean floor in the South Pacific Ocean;

Recognising that CCOP/SOPAC has sought the assistance of the Governments of Australia, New Zealand and the United States of America in funding and implementing such programmes and investigations;

Noting that the member Governments of CCOP/SOPAC at their tenth meeting at Vila in October, 1981 endorsed a joint programme of Geoscientific Research and Mineral Resource Studies formulated by the Governments of Australia, New Zealand and the United States of America in consultation with the CCOP/SOPAC Technical Secretariat and member Governments and authorised CCOP/SOPAC to make appropriate arrangements;

Noting further that CCOP/SOPAC has indicated its willingness to contribute to and cooperate in the programmes and investigations and that details of its participation are set out in a letter of February 2, 1982 from Alexander MacFarlane reproduced in Annex A to this Agreement; and

Convinced that the joint programme of Geoscientific Research and Mineral Resource Studies represents a significant expansion of mineral exploration activities being conducted for the benefit of Pacific Island countries;

Have agreed as follows:

ARTICLE I

The Signatories agree to establish and maintain the Joint Programme of Marine Geoscientific Research and Mineral Resource Studies in accordance with the provisions of this Agreement and the Scientific and Technical Annex set out in Annex B to this Agreement.

ARTICLE II

The objectives of the Joint Programme shall be:

(a) to assist interested Pacific Island Governments to develop and promote the investigation of the mineral potential, including hydrocarbons, of the shelves, platforms, and ocean floor in the South Pacific Ocean;

(b) take account of survey work, data reassessment and CCOP/SOPAC action programmes in hand to design ocean and related land research programmes which offer a significant expansion of activity in high priority areas for investigation in the South Pacific region with maximum prospective benefits to interested Pacific Island Governments in terms of enhanced scientific understanding which are focussed primarily on:

(i) hydrocarbon search;

(ii) analysis of regional tectonics;

(iii) search for metalliferous resources;

(c) to provide advanced ocean research vessels and teams of skilled scientific manpower and technicians, drawing upon combined resources available to the Signatories with highest available and suitable level of technological inputs, advanced scientific equipment, data processing facilities, laboratory and office work, data interpretation and final analysis reporting;

(d) to provide opportunities to the extent feasible for involvement in data collection, processing and analysis by scientists and trainees from interested South Pacific Island countries in whose areas research is conducted;

(e) to arrange an opening framework of scientific and programme planning consultations amongst the Signatories enabling adequate monitoring and

evaluation, programme review and reporting, and modifications and extensions of the Joint Programme in specified areas;

(f) to provide end-data in readily usable form under distribution and copyright arrangements settled between all Signatories and acceptable to the interested Pacific Island Governments.

ARTICLE III

The Joint Programme shall commence early in 1982 and include two advanced geoscientific research cruises and related land work research as follows:

(a) The cruise of the R/V Kana Keoki shall consist of a 60-day marine geological and geophysical cruise to investigate regional tectonics, sedimentation, metallogenesis and mineralization along the Northern Melanesian Borderland, the Fiji Plateau and the Solomon Islands/Woodlark Basin area. The ship shall collect geophysical data with single channel continuous seismic reflection, gravity, magnetics and bathymetric profiling systems. Extensive sampling using cores and dredges shall be carried out in all areas, with extensive bottom photography on Leg 2 and heat flow measurements on Leg 3. Requisite navigational control shall be maintained throughout the survey. All data shall be copied and supplied to appropriate programme participants. Data analysis and publication shall be completed within 18 months of the end of the field work. Cruise planning and post-cruise coordination of analytical work shall be carried out by programme participants.

(b) The cruise of the R/V S.P. Lee and related land studies shall consist of a 60-day marine geophysical and geological cruise to investigate the hydrocarbon potential of selected areas offshore of Tonga, Vanuatu, and Solomon Islands. Onshore source rock studies, also including Fiji, shall be undertaken within the general time frame of the cruise and shall be correlated with offshore data. Offshore investigation shall entail collection of geophysical data with multi-channel and single channel, deep penetration and high resolution, continuous seismic-reflection, magnetic and gravimetric profiling systems. Where desirable selected sea bed rock and sediment samples, underwater photographs and side-scan profiles shall be collected. Requisite navigational control shall be maintained throughout the survey. On-shore fresh rock samples shall be collected from outcrop and drilling and shall be analysed for petrologic type and hydrocarbon maturation. All data shall be copied and supplied to appropriate programme participants, processed and analysed and results published in printed reports within 18 months after the completion of the last leg of the ships cruise. Appropriate maps, cross-sections, tables, and written text shall be used to explain the hydrocarbon potential and geological hazards in the investigation areas.

ARTICLE IV

(a) Upon completion of data collection, the data processing, analysis and reproduction work shall be expeditiously carried to completion and the results disseminated as provided in Article II(f).

(b) As far as possible all work shall be completed by 30 June 1983 to be followed by new consultations amongst the Signatories to consider the possibility of subsequent phases of the Joint Programme. Subsequent phases, if any, shall be designed to offer the maximum indicated research and resource definition benefits to interested Pacific Island Governments and shall take place at the earliest suitable opportunity after initial phase evaluations have been completed. Such subsequent phases might include ocean bottom seismic recording around the North Fiji Basin Triple Junction, detailed multibeam scans and further hydrocarbon and resources research in indicated areas.

ARTICLE V

(a) The Signatories shall liaise closely with the CCOP/SOPAC Technical Secretariat with respect to the provision by CCOP/SOPAC of administrative support and coordination for the Joint Programme. In particular they shall use the CCOP/SOPAC Secretariat as a channel for securing from interested Pacific Island Governments:

(i) logistic assistance and other related cooperation;

(ii) data and other scientific material that would assist research teams and planners in their investigations;

(iii) other general cooperation and liaison.

(b) The Signatories shall not be responsible for the costs of travel and per diem expenses for travel within the region of Pacific Island representatives and CCOP/SOPAC personnel participating in the Joint Programme. No charges shall be made, however, for accommodation and food supplied to such personnel on board the R/V S.P. Lee and the R/V Kana Keoki.

ARTICLE VI

The Government of Australia agrees to provide funds, goods and services up to a value of U.S.$1,200,000 to be applied as follows:

(a) The Government of Australia shall provide appropriately qualified geophysical and geological experts including: marine geophysicists, marine geologists, geochemists, petrologists, sedimentologists, and micropalaeontologists, to participate in the planning, data collection, and data processing and analysis phases of the Joint Programme.

(b) The travel, accommodation and per diem allowances for these experts shall be met by the Government of Australia. All downstream costs of data processing, analysis and reproduction related to the specialist areas for which the Government of Australia agrees to provide experts shall also be borne by the Government of Australia.

(c) In addition the Government of Australia agrees to provide the following contributions towards cruise costs for the research vessels to be employed in the Joint Programme:

(i) a sum of U.S.$104,000 to finance sixteen days sea time in the basic geological/ geophysical research programme of the R/V Kana Keoki in the Woodlark Basin; and

(ii) a sum of U.S.$325,000 to finance twenty five days sea time for high technology resource exploration research activity by R/V S.P. Lee.

(d) The Government of Australia further agrees to meet appropriate travel and related expenses associated with the participation of selected persons with special interest in the Joint Programme at geological/geophysical laboratories and institutions where Joint Programme work is in process and who are nominated by interested Pacific Island Governments.

ARTICLE VII

The Government of New Zealand agrees to provide funds, goods and services up to an amount of U.S.$120,000 to be applied as follows:

(a) The Government of New Zealand shall provide appropriately qualified geophysical and geological experts including: marine geophysicists, marine and land geologists, petroleum geologists, petrologists, sedimentologists and micropalaeontologists, to participate in the planning, data collection and data processing and analysis phases of the Joint Programme.

(b) The travel, accommodation and per diem allowances for the experts referred to in the previous paragraph shall be met by the Government of New Zealand. All downstream costs of data processing, analysis and reproduction related to the specialist areas for which the Government of New Zealand agrees to provide experts shall also be borne by the Government of New Zealand.

(c) The Government of New Zealand shall assist as appropriate with travel and related expenses of selected participants from Pacific Island countries in the Joint Programme and who are nominated by interested Pacific Island Governments. In particular, the Government of New Zealand shall assist with these expenses where associated with work in New Zealand and elsewhere, at geological and geophysical laboratories and institutions, in areas of interest to the countries concerned.

(d) The Government of New Zealand shall contribute to the seatime cruise costs of the cruise of the R/V Kana Keoki a sum of up to U.S.$20,000.

ARTICLE VIII

The Government of the United States of America agrees to provide funds, goods and services under this Agreement in an amount not to exceed U.S.$2,400,000, comprised of contributions of funds, goods and services by concerned United States agencies - AID U.S.$1,000,000, USGS U.S.$650,000, NAVY (ONR) U.S.$750,000 - to be applied as follows:

(a) The Government of the United States of America shall secure the services of two research vessels suitably equipped for geological and geophysical ocean research R/V Kana Keoki and R/V S.P. Lee, for use by the Joint Programme in the initial cruise programme.

(b) The Government of the United States of America shall arrange all fitment, provisioning and logistics for the planned initial cruises and provide suitably skilled technicians to operate and maintain the basic and high technology equipment on board.

(c) The Government of the United States of America shall provide as appropriate qualified geophysical and geological experts including: marine geophysicists, land and marine geologists, sedimentologists, geochemists, petrologists, electronic and marine technicians, computer operators, precision location navigators, and laboratory technicians to participate in the planning, data collection, data processing and analysis phases of the Joint Programme.

(d) The travel, accommodation and per diem allowances for the experts referred to in the previous paragraph shall be met by the Government of the United States of America. All downstream costs of data processing, analysis and reproduction related to the specialist areas for which the United States agrees to provide experts shall also be borne by the Government of the United States of America.

(e) The Government of the United States of America shall contribute towards the operations of the research vessels as follows:

(i) all vessel transit costs to and from mutually acceptable start and finish ports;

(ii) cruise costs for a total of 50 days (estimated 40 days sea time research) for R/V Kana Keoki while engaged in the basic geological/geophysical research programme;

(iii) cruise costs for 41 days for R/V S.P. Lee while engaged in ocean research and while travelling and while in port between legs of the cruise.

(f) The Government of the United States of America further agrees to meet appropriate travel and living expenses of CCOP/SOPAC Co-Chief Scientists to, in and from the United States for the purpose of attendance at geological/geophysical laboratories and institutes. Selected persons nominated by interested Pacific Island Governments and scientists of signatory countries with special interest in the Joint Programme shall be welcome to participate in data analysis being undertaken in the United States.

ARTICLE IX

(a) The Signatories agree that pre- and post-cruise technical meetings for each cruise leg should be scheduled to facilitate cruise planning, analysis and interpretation of data, synthesis of results, and publications.

(b) Two pre-cruise planning sessions should be held. The first meeting should be held as far in advance as possible (at least two months) to facilitate planning and should include the Co-Chief Scientists and as many of the other principal members of the scientific party as possible. The second meeting should be held one or two days before the start of each cruise leg at the port of embarkation with the objective of briefing the scientific party and making minor adjustments to the cruise plans based on recently acquired information, and should be attended by all participating scientists and pertinent support staff.

(c) A debriefing should be held upon arrival at the port of disembarkation, prior to dispersal, with the purpose of determining responsibility for the analysis and interpretation of the various data sets acquired during the leg, and for planning the timing of subsequent post-cruise meetings. After sufficient time has elapsed to enable reduction and analysis of data, as determined at the first post-cruise meeting, at least one other post-cruise synthesis meeting should be held involving all principal scientific participants of the cruise. These meetings should have access, as far as possible, to cruise data to facilitate synthesis of results and preparation of reports and could involve non-shipboard scientific investigators who are also engaged in the data analysis. Ad hoc meetings of those involved in specific aspects may also be required to complete the synthesis and preparation of these reports.

ARTICLE X

(a) A Joint Programme Coordinator designated by CCOP/SOPAC shall ensure appropriate administrative support and facilitate execution of the Joint Programme.

(b) The Government of Australia shall appoint a national coordinating committee whose chairman will serve as a point of contact to facilitate communication and Australian participation.

(c) The Government of New Zealand shall designate an individual as a national coordinator to serve as a point of contact to facilitate communications and New Zealand participation.

(d) The Government of the United States of America shall appoint a national coordination committee whose chairman shall serve as a point of contact to facilitate communication and United States participation. In addition, the U.S. Geological Survey and the University of Hawaii shall each designate a cruise coordinator who shall serve as respective points of contact for coordination of particular research vessel operations and participation of their respective agencies in specific cruises.

(e) Ad hoc meetings of the Signatories and/or of the national coordinators shall be held as necessary to review and evaluate progress and to discuss modifications or extensions to the Joint Programme. The results of these meetings shall be communicated to all Signatories.

ARTICLE XI

(a) The United States' institutions providing the research vessels to the Joint Programme may nominate one of the two Co-Chief Scientists from their institutions for each cruise leg or the full cruise duration at their discretion.

(b) The Signatories understand that CCOP/SOPAC may nominate the other Co-Chief Scientist for each leg as appropriate from available qualified scientific manpower resources within CCOP/SOPAC, the interested Pacific Island countries and the signatory countries.

ARTICLE XII

(a) Amounts in excess of requirements at the completion of the Joint Programme shall be refunded to contributors in the proportion of their original contributions.

(b) To the extent that the carrying out of any activity or implementation of any part of this Agreement by the Government of the United States of America depends on availability of funds for fiscal year 1983 and beyond, such activity or implementation shall be subject to the availability of such funds.

ARTICLE XIII

(a) The responsibility for assigning original data and samples at the conclusion of each leg of each cruise rests with the Co-Chief Scientists who shall also ensure that copies of underway data and representative splits of samples as appropriate (where this is possible without detriment to their scientific value) are supplied to the Signatories.

(b) Subject to the laws, regulations or guidelines in force in any of the signatory countries at the date of entry into force of this Agreement, all data and samples collected

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are proprietary to programme participants for the first two years following completion of the cruise and permission for use by other than programme participants is required from CCOP/SOPAC. After two years, permission is not required to use the data or samples but, subject to the laws, regulations or guidelines in force in any of the Signatory countries, CCOP/SOPAC shall be informed of the purpose of the use at the time the data or samples are provided, and shall be acknowledged in and receive copies of any publications resulting from or including the data or samples.

(c) At least one publication describing the cruise and its results shall be the responsibility of, and be co-authored by, the Co-Chief Scientists. This may include joint authorship by other programme participants and contributors.

(d) Following the above publication, and subject to the laws, regulations and guidelines in force in any of the signatory countries, other publications authored or co-authored by programme participants using programme data should appear as a joint contribution from the author's institution and CCOP/SOPAC, acknowledging the cruise sponsorship.

(e) Copies of all manuscripts should be provided at the prepublication stage through the national coordinators to all agencies and organizations participating in the cruise.

(f) For the purposes of this article, programme participants are defined as individuals on the two cruises and their sponsoring agencies or organizations.

ARTICLE XIV

The Executing Authorities for the Joint Programme shall be:

(i) for the Government of Australia, the Australian Development Assistance Bureau;

(ii) for the Government of New Zealand, the Ministry of Foreign Affairs;

(iii) for the Government of the United States of America, the Office of Naval Research in relation to the operations of the R/V Kana Keoki cruise and the United States Geological Survey in relation to the operation of the R/V S.P. Lee cruise and related onshore work.

ARTICLE XV

(a) The cruises and related responsibilities under this Agreement may be suspended or terminated in the event of:

(i) the mechanical or electrical failure or loss of scientific equipment essential to the cruise;

(ii) acts of God, acts of public enemy, war, strikes, civil disturbances and other similar events; or

(iii) mutual consent of the Signatories.

(b) In the event of termination or suspension of performance the Signatories and CCOP/SOPAC shall consult and endeavour jointly to resolve any attendant difficulties.

ARTICLE XVI

(a) This Agreement shall enter into force on the date of signature and shall remain in force for three years.

(b) Amendments to this Agreement may be made at any time by an exchange of letters between the Signatories.

(c) Amendments to Annex B to this Agreement may be made at any time by mutual arrangement between the Joint Programme Coordinator and the national coordinators.

In witness whereof the undersigned, being duly authorised thereto by their respective Governments have signed this Agreement.

Done at Suva this twelfth day of March 1982.

[1]

For the Government of Australia

[2]

For the Government of New Zealand

[3]

For the Government of the United States of America

[1] R. J. Greet.
[2] M. J. Powles.
[3] F. J. Eckert.

ANNEX A

London, England

February 2, 1982

High Commissioner of Australia
to Fiji
High Commissioner of New Zealand to Fiji
The Ambassador of the United States
of America to Fiji

Acting at the request of the governments of The Cook Islands, Fiji, Kiribati, Papua New Guinea, Solomon Islands, The Kingdom of Tonga, Vanuatu and Western Samoa I have the honour to refer to discussions with the governments of Australia, New Zealand and The United States of America governing the implementation of a Joint Programme of Marine Geoscientific Research and Mineral Resource Studies endorsed by the member governments of CCOP/SOPAC at their tenth meeting at Vila in October 1981.

In accordance with those discussions CCOP/SOPAC is prepared to participate in the Joint Programme as follows:

1. The CCOP/SOPAC Technical Secretariat will liaise closely with the governments of Australia, New Zealand and the United States of America (the Contributing Governments) with respect to the provision by CCOP/SOPAC of administrative support and coordination for the Joint Programme. In particular CCOP/SOPAC will act as a channel for the Contributing Governments to secure from interested Pacific Island governments:

   (a) Logistic assistance and other related cooperation; and

   (b) Data and other scientific material that would assist research teams and planners in their investigations.

2. CCOP/SOPAC will be responsible for the costs of travel and per diem expenses for travel within the region of Pacific Island representatives and CCOP/SOPAC personnel participating in the Joint Programme.

3. In order to promote maximum realization of the agreed objectives of the Joint Programme CCOP/SOPAC will explore every avenue of making an appropriate contribution towards sea-time cruise costs for the research vessels.

4. CCOP/SOPAC will designate a Joint Programme Coordinator who will ensure appropriate administrative support and facilitate the execution of the Joint Programme.

5. CCOP/SOPAC may nominate one of the two co-chief scientists for each cruise leg or the full cruise duration, at its discretion, from available qualified scientific resources within CCOP/SOPAC, the interested Pacific Island countries and the Contributing Governments.

6. Any financial contributions to the Joint Programme by CCOP/SOPAC, an intergovernmental entity operating under the auspices of the Economic and Social Commission for Asia and The Pacific (ESCAP), will be met from funds made available by the United Nations Development Programme (UNDP) under project RAS/79/074 and RAS/81/107, the use of these funds being governed by United Nations rules and regulations.

7. In the event of termination or suspension of performance of arrangements for the Joint Programme CCOP/SOPAC will consult with the Contributing Governments and endeavour jointly to resolve any attendant difficulties.

I avail myself of this opportunity to renew to Your Excellencies the assurance of my highest consideration.

Yours sincerely,

Alexander MacFarlane
Chairman of CCOP/SOPAC
February 2, 1982
LONDON

ANNEX B

SCIENTIFIC AND TECHNICAL ANNEX FOR THE AGREEMENT RELATING TO THE CONDUCT OF A JOINT PROGRAMME OF GEOSCIENTIFIC RESEARCH AND MINERAL RESOURCE STUDIES OF THE SOUTH PACIFIC REGION

A. R/V KANA KEOKI SOPAC CRUISE

Overview:

Within the available resources a cruise has been defined consisting of three legs of minimum 17 days each which will investigate problems of regional tectonic and structural relations and provide a framework within which regional resource potentials can be evaluated. Resources for support of this work and for the subsequent analysis and publication of the data are being supplied by the Office of Naval Research through the University of Hawaii and by the Governments of Australia and New Zealand and CCOP/SOPAC. It is envisaged a total of 9 CCOP/SOPAC, 5 Australian, 2 New Zealand and 11 United States scientists with supporting technicians will participate in the cruise.

During the cruise the R.V. Kana Keoki will operate normal underway geophysical systems except when on station. These systems include:

1. 3.5 kHz echo sounding (12 kHz available);
2. continuous seismic reflection profiling - single channel;

3. gravity;
4. magnetic field intensity;
5. satellite navigation, Omega, Loran C;
6. digital data logging.

On station sampling systems include:

1. piston cores;
2. dredges.

Individual legs of the cruise will make use of additional systems for heat flow studies and bottom photography.

The SEAMARC system is highly desirable for all legs of the cruise but is presently uncertain as to delivery date. Every effort will be made to ensure its availability, but this can not be guaranteed at present.

Pre- and post-cruise meetings will be scheduled to carry out detailed planning and staffing, and to ensure appropriate coordination of sample and data analyses at the various laboratories.

LEG 1 INVESTIGATION OF THE NORTHERN MELANESIAN BORDERLAND

General Regional Problems:

1. What is the nature and the history of the marginal zone extending from the Vitiaz Trench to the Tonga Trench?
2. What is the nature of the Vitiaz Trench?

3. Is there a triple junction between the northern Lau Basin and the Fiji Plateau?
4. What is the nature of the volcanic edifices along the borderland? Hot spot, island arc, or other?
5. What sort of local and regional basin structures exist?

Cruise Objectives:

An examination of the northern Melanesian Borderland between the east end of the Vitiaz Trench and Pasco Bank in order to constrain existing models of regional development and to test models for the origin of the seamounts and atolls which comprise the margin.

Attention will be given to the age and composition of these latter features, the structure of the border region, and the examination of the possible triple junction. An assessment of the area will be made with a view to potential for metallogenesis and hydrocarbons.

Investigative Areas:

1. Geomorphology;
2. Seafloor structure;
3. Sedimentology;
4. Igneous petrology;
5. Geochemistry;
6. Geochronology.

Schedule:

Pago Pago, American Samoa to Suva, Fiji;

Mid February to early March;
2 in-port days;
17 sea days.

Staffing:

Co-Chief Scientist - UH Tom Brocher;
Co-Chief Scientist - CCOP/SOPAC Richard Holmes;
Mineral Resources Department,
Fiji.

LEG 2 METALLOGENESIS AND TECTONICS OF THE FIJI PLATEAU

General Regional Problems:

1. Structure and location of the triple junction;
2. Existence of hydrothermal deposits and metalliferous sediments;
3. Nature of the northwest arm of the spreading system.

Cruise Objectives:

To identify the triple junction and define its structure and using underway geophysics, bottom photography, water temperature measurements, coring and dredging to identify and sample zones of hydrothermal activity along the active rift. To examine the existence and distribution of metalliferous deposits originating from these active zones.

Investigative Areas:

1. Geomorphology;
2. Structure:

3. Sedimentology;
4. Igneous Petrology;
5. Geochemistry;
6. Existence and distribution of hydrothermal sources.

Schedule:

Suva, Fiji to Port Vila, Vanuatu;
Early March to early April;
2 in-port days;
17 sea days.

Staffing:

Co-Chief Scientist - UH Loren Kroenke;
Co-Chief Scientist - CCOP/SOPAC Jim Eade, NZOI, New Zealand.

LEG 3 WOODLARK BASIN - SOLOMON ISLANDS

General Regional Problems:

1. Importance of oceanic crust and sediment in the petrogenesis of the Solomons;
2. Petrochemistry of active submarine volcanoes in the area;
3. Relation between the thermal structure of the subducting ridge and the geothermal regime of the forearc and back arc basins;
4. Morphologic/tectonic character and history of the ridge-trench triple junction;
5. Potential levels of hydrocarbons maturation, metallogenesis and mineralization in the Solomons.

Cruise Objectives:

A marine geophysical and petrochemical study of the eastern Woodlark Basin, Central Solomon Trough and Solomon forearc region. The thermal regime of the trench, triple junction, forearc and Central Solomon Trough are key to regional evolution and hydrocarbon maturation. The morphotectonic fabric of the triple junction will be examined. The petrochemistry of the active volcanoes and of the materials currently being subducted at the Solomon Trench will be studied. Potential for metallogenesis on the rift zone will be investigated.

Investigative Areas:

1. Geomorphology;
2. Seafloor structure;
3. Sedimentology;
4. Igneous petrology;
5. Thermal regimes.

Schedule:

Port Vila, Vanuatu to Ponape, Caroline Islands;
Early April to late April;
2 in-port days;
20 sea days.

Staffing:

Co-Chief Scientist - UH Brian Taylor;
Co-Chief Scientist - CCOP/SOPAC Neville Exon, BMR, Australia.

B. R/V LEE SOPAC CRUISE

Overview:

A 3-leg cruise consisting of 20 days per leg (including inter-area transit and unforeseen loss time) for a total of 60 days plus 6 port days has been defined for the Southwest Pacific CCOP/SOPAC region. This survey will be undertaken to assess the hydrocarbon potential and geological hazards in the offshore areas of Tonga, Vanuatu and the Solomon Islands. Contemporaneous onshore hydrocarbon source rock studies will also take place and will be correlated with the offshore investigations. Financial support for this programme, including collection, processing and interpretation of data and publication of the results will be from the U.S. Geological Survey, U.S. AID, the Governments of Australia and New Zealand and CCOP/SOPAC. It is envisaged a total of 9 CCOP/SOPAC, 3 Australian, 3 New Zealand and 9 United States scientists with supporting technicians will participate on the cruise.

Pre- and post-cruise meetings will be scheduled to carry out detailed planning and staffing, and to ensure appropriate coordination of sample and data analysis at the various laboratories.

General Problems:

Resource Potential:

Location of structural and stratigraphic traps;
Buried reef identification;
Gas detection;

Geological hazards assessment;
Correlation of onshore geology with seismic stratigraphy;
Onshore hydrocarbon source rocks and reservoir rocks.

Objectives:

Determine and describe hydrocarbon potential for Tonga, Vanuatu and Solomon Islands; onshore work will include Fiji.

Investigative Techniques and Instruments:

Geophysical:

Multi-channel (24 channel) seismic reflection profiles;
Intermediate penetration single-channel seismic reflection profiles;
High-resolution seismic reflection (Uniboom) profiles;
High-resolution 3.5 kHz bathymetric profiling system;
Digital side-scan sonar seafloor mapping profiles;
Proton-precession magnetometer or gradio-meter profiles;
Stable platform gravity-meter profile;
Portable hand-held drill (if necessary).

Geological:

Dredge samples;
Core samples (both offshore and onshore);
Miscellaneous seafloor samples;
Underwater photographs;

Underwater TV systems;

Onboard organic geochemistry analysis;

Rock evaluation and total organic-carbon analysis.

Navigational:

Integrated satellite location system;

Sonar doppler positioning system;

Radar;

Loran.

Schedule:

Pre-survey transit:

Pago Pago, American Samoa to Nuku'alofa, Tonga;

2-3 days transit time;

2 days port time.

Leg 1 Nuku'alofa, Tonga to Vila, Vanuatu;

2 days port time in Nuku'alofa;

Survey work on southern Tonga platform;

4 days transit time to Vila with collection of single-channel seismic data.

Leg 2 Vila, Vanuatu to Honiara, Solomon Islands;

2 days port time in Vila;

Survey work in north and south Aoba, Big Bay, Banks and Torres-Santa Cruz Basins;

3 days transit time with collection of some multi-channel and single seismic reflection data.

Leg 3 Honiara, Solomon Islands to Kieta, Bougainville;
2 days port time in Honiara;
Survey work in Central Solomon Trough;
Half-day stopover in Kieta.

Post Cruise transit:
Kieta, Bougainville to Rabaul;
2 days transit time.

Onshore Survey:
4-6 weeks in Solomon Islands, Vanuatu, Fiji and Tonga in 1982;
Similar length visit in 1983 (if required).

Staffing:

Leg 1 - USGS Co-Chief Scientist - David Scholl;
- CCOP/SOPAC Co-Chief Scientist - Representative from CCOP/SOPAC Technical Secretariat

Leg 2 - USGS Co-Chief Scientist - Gary Greene;
- CCOP/SOPAC Co-Chief Scientist - David Falvey, University of Sydney, Australia.

Leg 3 - USGS Co-Chief Scientist - Jack Vedder;
- CCOP/SOPAC Co-Chief Scientist - Representative from CCOP/SOPAC Technical Secretariat.

Onshore survey - Peter A. Scholle - USGS Co-ordinator.

Desirable scientific discipline of cruise participants, in order of priority:

a. Marine geophysicist with experience in collection, processing and interpretation of multi-channel seismic reflection data. Should have good grasp on regional tectonic problems and deep structural framework;

b. Marine geophysicist with experience in collection, processing, and interpretation of single-channel seismic-reflection profiles. Should have good grasp on assessing geological hazards;

c. Marine geophysicists with experience in collection, processing and interpretation of magnetics and gravity;

d. Organic geochemist with experience in assessing types of hydrocarbon gasses collected with seafloor corers;

e. Sedimentologist and/or petrologist.

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NARCOTIC DRUGS

Additional Cooperative Arrangements to Curb Illegal Traffic

Agreement Between the
UNITED STATES OF AMERICA
and MEXICO

Amending the Agreement of
June 2, 1977, as Amended and Extended

Effected by Exchange of Letters
Signed at Mexico March 15 and 17, 1982

S 9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89–497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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Washington, D.C. 20402

MEXICO

Narcotic Drugs: Additional Cooperative Arrangements to Curb Illegal Traffic

Agreement amending the agreement of June 2, 1977, as amended and extended.
Effected by exchange of letters
Signed at Mexico March 15 and 17, 1982;
Entered into force March 17, 1982.

The American Minister-Counselor to the Mexican Attorney General

EMBASSY OF THE
UNITED STATES OF AMERICA

March 15, 1982

His Excellency
Lic. Oscar Flores
Attorney General of the Republic
E. C. Lazaro Cardenas No. 9
Mexico 1, D.F.

Dear Mr. Attorney General:

In confirmation of recent conversations between officials of our two governments relating to the cooperation between Mexico and the United States to curb the illegal traffic in narcotics, I am pleased to advise you that the Government of the United States, represented by the Embassy of the United States of America, is willing to enter into additional cooperative arrangements with the Government of Mexico, represented by the Office of the Attorney General, and increase by U.S. $1,870,000 the funding provided under the agreement effected by our exchange of letters dated June 2, 1977, as amended thirteen times thereafter. [1] This increase in funding of the Aviation Maintenance Project No. 312801-0103 is from the U.S. Fiscal Year 1982. It is further understood that the purpose of these funds is for opium poppy eradication and narcotics interdiction.

The Government of the United States, therefore, agrees to delete the phrase, "Twenty-eight million, five hundred and ninety-six thousand, two hundred and thirty-five dollars (U.S. $28,596,235)," in the second paragraph of our letter dated June 2, 1977, as previously amended, and substitute therefor the phrase "Thirty million, four hundred and sixty-six thousand, two hundred and thirty-five dollars (U.S. $30,466,235).

It is understood that the provisions of all previous agreements between the Government of the United States and the Government of Mexico in relation to the cooperative narcotics control effort of our two governments, except as herein expressly modified, remain in full force and effect and applicable to this agreement.

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[1] TIAS 8952, 9251, 9637, 9695, 9749, 9933, 9963, 10249, 10285, 10310, 10336; 29 UST 2483; 30 UST 1285; 31 UST 4760, 5913; 32 UST; 33 UST.

If the foregoing is acceptable to the Government of Mexico, this letter and your reply shall constitute an agreement between our two governments.

I take this opportunity to reiterate to you the assurance of my highest consideration and personal esteem.

John A. Ferch
Minister-Counselor

The Mexican Attorney General to the American Ambassador

FORMA C.G.-1A

PROCURADURIA GENERAL
DE LA
REPUBLICA

México, D.F., marzo 17 de 1982.

EXCELENTISIMO SEÑOR
JOHN GAVIN,
EMBAJADOR EXTRAORDINARIO Y
PLENIPOTENCIARIO DE LOS ESTADOS
UNIDOS DE AMERICA,
Presente.

Me es grato dar respuesta a su atenta comunicación fechada el 17 de los corrientes, cuyo texto traducido al español es el siguiente:

"Confirmando recientes conversaciones entre funcionarios de nuestros dos gobiernos, relativas a la cooperación entre México y los Estados Unidos para frenar el tráfico ilegal de estupefacientes, me complace comunicarle que el Gobierno de los Estados Unidos, representado por la Embajada de los Estados Unidos de América, está dispuesto a entrar en arreglos cooperativos adicionales con el Gobierno de México, representado por la Procuraduría General de la República, y aumentar por U.S. $1,870,000 los fondos proporcionados de nuestra carta fechada 2 de junio de 1977, a su vez enmendada en trece ocasiones posteriormente. Este incremento de fondos para el Proyecto Mantenimiento de Aviación, número 312801-0103, proviene de fondos del año fiscal (U.S.) 1982. Además, se tiene por entendido que el propósito de estos fondos es para la destrucción de amapola de opio y la interceptación de estupefacientes.

El Gobierno de los Estados Unidos, por lo tanto, está de acuerdo en suprimir la frase, "Veintiocho Millones, Quinientos Noventa y Seis Mil, Doscientos Treinta y Cinco Dólares (U.S. $28,596,235)," en el segundo párrafo de nuestra carta de fecha 2 de junio de 1977, como previamente enmendada, y substituir la frase, "Treinta Millones, Cuatrocientos Sesenta y Seis Mil, doscientos Treinta y Cinco Dólares (U.S. - - - - - - - $30,466,235)."

TOR

Se tiene por entendido que las disposiciones de todos los convenios previos entre el Gobierno de los Estados Unidos y el Gobierno de México, en relación con los esfuerzos que los dos gobiernos para el control de estupefacientes, excepto como expresamente se modifica aquí, permanecen en pleno vigor y efecto y serán aplicables en este acuerdo.

Si lo antedicho es aceptable al Gobierno de México, esta carta y su contestación constituirán un convenio entre nuestros dos gobiernos.

Aprovecho esta oportunidad para reiterar a usted las seguridades de mi más alta consideración y estima personal."

Deseo expresar a usted que el Gobierno de México está de acuerdo en los términos de la nota transcrita.

Aprovecho la ocasión para externar a su Excelencia la seguridad de mi más elevada consideración.

SUFRAGIO EFECTIVO. NO REELECCION.
EL PROCURADOR GENERAL DE LA REPUBLICA.

LIC. OSCAR FLORES.

TRANSLATION

United Mexican States

Office of the Attorney General

His Excellency
John Gavin
Ambassador Extraordinary and Plenipotentiary
of the United States of America
Mexico, D.F.

Mexico, D.F., March 17, 1982

Mr. Ambassador:

I am pleased to reply to your letter of March 17 which, translated into Spanish, reads as follows:

[For the English language text, see pp. 2-3.]

I wish to inform you that the Government of Mexico concurs in the terms of the transcribed letter.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest consideration.

Oscar Flores

Oscar Flores
Attorney General of the Republic

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10361

AGRICULTURAL COMMODITIES

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Agreement Between the
UNITED STATES OF AMERICA
and MOROCCO

Signed at Rabat January 19, 1982

S9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89-497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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MOROCCO

Agricultural Commodities

Agreement signed at Rabat January 19, 1982;
Entered into force January 19, 1982.

AGREEMENT BETWEEN THE
GOVERNMENT OF THE UNITED STATES OF AMERICA AND
THE GOVERNMENT OF THE KINGDOM OF MOROCCO
FOR THE SALE OF AGRICULTURAL COMMODITIES
UNDER THE PUBLIC LAW 480 TITLE I[1] PROGRAM

The Government of the United States of America and the Government of Morocco agree to the sale of agricultural commodities specified below. This Agreement shall consist of the Preamble and Parts I and III of the Agreement signed May 17, 1976,[2] together with the following Part II:

Part II. Particular Provisions:

I. Commodity Table:

Commodity	Supply Period (U.S. Fiscal Year)	Quantity (Metric Tons)	Market Value (Millions $)
Wheat	1982	170,000	30.0
Total		170,000	30.0

II. Payment Terms: Convertible Local Currency Credit:

(A) Initial Payment - None.

(B) Currency use payment - None.

(C) Number of installment payments - Twenty (20).

(D) Payments - Approximately equal annual installments.

(E) Due date of first installment payment - Five (5) years after the date of last delivery of commodities in each calendar year.

(F) Initial interest rate - Three (3) percent.

(G) Continuing interest rate - Four (4) percent.

III. Usual Marketing Table:

Commodity	Import Period (U.S. Fiscal Year)	Usual Marketing Requirements (Metric Tons)
Wheat	1982	1,170,000

[1] 68 Stat. 455; 7 U.S.C. § 1701 *et seq.*
[2] TIAS 8309; 27 UST 2301.

IV. Export Limitations:

(A) The export limitation period shall be U.S. fiscal year 1982, or any subsequent U.S. fiscal year during which commodities financed under this agreement are being imported or utilized.

(B) For the purposes of Part I, Article III (A)(4) of this agreement, the commodities which may not be exported are:
For wheat -- wheat, wheat flour, rolled wheat, semolina, farina, or bulgur (or the same product under a different name).

V. Self-Help Measures:

(A) The Government of Morocco agrees to undertake self-help measures to improve the production, storage, and distribution of agricultural commodities. The following self-help measures shall be implemented to contribute directly to development progress in poor rural areas and enable the poor to participate in increasing agricultural production through small agriculture.

(B) The Government of Morocco agrees to undertake the following activities and in doing so to provide adequate financial, technical and managerial resources for their implementation.

1. Food Security

a. Develop and implement procedures for accurate identification and documentation of commodity loss and damage at discharge ports, so claims can be made on a timely basis.

b. Support programs to increase grain storage capacity.

c. Improve the monitoring and estimation of crop production by supporting expansion and implementation of the remote sensing for agricultural area sampling project. In support of this project, funds should be provided for local travel, maps, aerial photography as required, office and storage space, and training and salary expenses for area frame technicians, field enumerators and clerical support.

[1] Not printed.

2. Barley

Improve the resistance and yield of certain strains of barley in Morocco, including the initiation of field trials, and seed production plots utilizing the results of previous and ongoing research on a fairly widespread basis, principally in the southern provinces most seriously affected by the drought. These efforts will be supported with sufficient emphasis and resources to improve seed availability for a significant portion of the plantings in crop year 1982-83.

3. Forestry

Expand reforestation efforts of the Water and Forest Service of the Ministry of Agriculture to undertake up to 20,000 hectares of reforestation annually and to support these efforts with sufficient budget, personnel and equipment.

4. Agricultural Production

Undertake projects and programs within the rainfed agricultural sector which will increase meaningfully the local production of food staples essential to maintaining proper nutritional levels in the diet of the Moroccan populace. The activities to be funded in this regard with local currency proceeds accruing from sales of commodities financed under this agreement will be set forth in a Side Letter of Understanding signed by both parties, to be issued within 30 days from the date that this agreement is signed. [1] This Side Letter of Understanding will set forth specifically the activities to be financed, along with benchmark measurements of the attainments to be achieved by certain dates under each so that periodic reports can be submitted with progress in each activity measured in reference to such benchmarks.

VI. Economic Development Purposes for which Proceeds Accruing to Importing Country are to be Used:

(A) The proceeds accruing to Morocco from the sale of commodities financed under this agreement will be used for financing the self-help measures set forth in the agreement, and for the following development sectors: agricultural and rural development sectors, in a manner designed to increase the access of the poor in the recipient country to an adequate, nutritious, and stable food supply.

(B) In the use of proceeds for these purposes emphasis will be placed on directly improving the lives of the poorest of the recipient country's people and their capacity to participate in the development of their country.

IN WITNESS WHEREOF, the respective representatives, duly authorized for the purpose, have signed the present agreement.

DONE at Rabat, in duplicate, the 19th day of January, 1982. This agreement goes into effect on the date of signature.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

[1]

FOR THE GOVERNMENT OF THE KINGDOM OF MOROCCO

[2]

[SEAL]

[1] Joseph V. Reed, Jr.
[2] Abdellatif Jouahiri.

U.S. GOVERNMENT PRINTING OFFICE : 1985 O - 45-596

10362

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10362

SCIENTIFIC AND TECHNICAL COOPERATION IN THE EARTH SCIENCES

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Memorandum of Understanding
Between the
UNITED STATES OF AMERICA
and the HUNGARIAN PEOPLE'S REPUBLIC

Signed at Washington March 23, 1982

S9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89-497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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HUNGARIAN PEOPLE'S REPUBLIC

Scientific and Technical Cooperation in the Earth Sciences

Memorandum of understanding signed at Washington March 23, 1982;
Entered into force March 23, 1982.

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE GEOLOGICAL SURVEY

OF THE

DEPARTMENT OF THE INTERIOR OF THE UNITED STATES OF AMERICA

AND

THE CENTRAL OFFICE OF GEOLOGY OF THE

HUNGARIAN PEOPLE'S REPUBLIC

FOR

SCIENTIFIC AND TECHNICAL COOPERATION

IN THE EARTH SCIENCES

Article I. Scope and Objectives

The Geological Survey of the United States Department of the Interior (hereinafter referred to as the "USGS") and the Central Office of Geology of the Hungarian People's Republic (hereinafter referred to as "COG"), hereby agree to pursue scientific and technical cooperation in the earth sciences in accordance with this Memorandum of Understanding (hereinafter referred to as "Memorandum"), which establishes the procedures for cooperation.

This Memorandum is pursuant and subject to the Agreement between the Government of the United States of America and the Government of the Hungarian People's Republic on Cooperation in Culture, Education, Science and Technology, signed at Budapest on April 6, 1977, and any amendments thereto,[1] subject to the Program of Cooperation and Exchanges between the Government of the United States of America and the Government of the Hungarian People's Republic in Culture, Education, Science and

[1] TIAS 9259, 9652, 10307; 30 UST 1502; 31 UST 5009; 33 UST.

Technology for the years 1982 and 1983 (signed at Washington on December 4, 1981 Article II(4)), and subject to the laws and regulations in each country.

The purpose of the cooperation is to exchange scientific and technical knowledge and to augment scientific and technical capabilities of both the USGS and COG (hereinafter sometimes referred to as the "Parties") in the areas of earth resources and geological phenomena.

Article II. Cooperative Activities

Cooperative activities under this Memorandum may consist of exchanges of technical information, joint studies of mutual interest, and exchange visits of individuals sponsored by either Party in research projects of mutual interest within the scope of regular programs of the Parties and other forms of cooperative activities as are mutually agreed.

Specific areas of cooperation under this Memorandum may include, but are not limited to, such areas of mutual interest as acquisition, interpretation, and evaluation of geological data, application of geophysical and geochemical techniques for the exploration of minerals; the development and use of computer systems for the study of mineral resources and development of geochemical laboratory facilities; and application of satellite techniques and other remote sensors for cartography, geological mapping, tectonic analysis and the identification of mineral deposits.

Article III. Financing

The activities carried out under this Memorandum will be subject to and dependent upon the funds and manpower available to the Parties. For exchange visits of scientists not covered by specific annexes executed pursuant to Article VI of this Memorandum, each Party will pay its own

expenses. For exchange visits of scientists covered by specific annexes, the USGS will pay for Hungarian specialists prevailing U.S. Government per diem rates equivalent to the amount permissible for USGS personnel, to cover lodging and meal expenses; the CDG will provide for American specialists appropriate free accommodation and for visits not exceeding one month (up to 30 days), a daily allowance up to 450 Ft; for visits exceeding one month, a stipend of 9,000 Ft.

Article IV. Planning and Review of Activities

Upon execution of this Memorandum, the Parties will designate Representatives who will plan the initial program and subsequently review the activities annually at times mutually agreed by the Parties, prepare progress reports as required by the Parties and make plans for future activities.

Article V. Disclaimer

Information transmitted by one Party to the other Party under this Memorandum shall be accurate to the best knowledge and belief of the transmitting Party, but the transmitting Party does not warrant the suitability of the information transmitted for any particular use of application by the receiving Party or by any third party.

Article VI. Annexes

The specifics of any activity agreed upon within the terms of this Memorandum, including, as appropriate, details concerning financial arrangements and the allocation and protection of intellectual property rights, shall be confirmed in writing between the Parties. Activities

planned pursuant to Article IV shall be described in annexes to this Memorandum which shall set forth a work plan, staffing requirements, cost estimates, funding sources, and any other undertakings, obligations, or conditions not included in this Memorandum. In the case of any inconsistency between the terms of this Memorandum and the terms of an annex hereto, the terms of this Memorandum shall be controlling.

The COG may, with the consent of the USGS, delegate to other organizations of the Hungarian People's Republic the authority to enter into annexes under this Memorandum it being understood that such organization shall be bound by the terms of this Memorandum.

Article VII. Limitation of Liability

Neither Party will assert a claim against the other for damages arising from activities under this Memorandum. With respect to third parties, each Party to this Memorandum will accept liability, to the extent authorized by its national laws for damages arising only from its own conduct or that of its employees under this Memorandum.

Article VIII. Entry into Force and Termination

This Memorandum shall enter into force upon signature by both Parties and remain in force until December 31, 1983. It may be extended or amended by the written agreement of the Parties.

This Memorandum may be terminated by either Party upon 90 days written notice to the other Party.

The termination of this Memorandum shall not affect the validity or duration of projects under this Memorandum which are initiated prior to such termination.

Done at Washington on March 23, 1982 in duplicate both texts being equally authentic.

Geological Survey of the
Department of the Interior
of the United States of America

By: [signature]

Name: Dallas L. Peck

Title: Director

Date: March 23, 1982

Central Office of Geology of the
Hungarian People's Republic

By: [signature]

Name: Jozsef Fulop

Title: President

Date: March 23, 1982

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TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10363

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St. Lawrence Seaway Tariff of Tolls

Agreement Between the
UNITED STATES OF AMERICA
and CANADA

Amending and Supplementing the
Agreement of March 9, 1959, as
Amended and Supplemented

Effected by Exchange of Notes
Signed at Washington March 18, 1982

S.9. 10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89-497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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CANADA

Boundary Waters: St. Lawrence Seaway Tariff of Tolls

Agreement amending and supplementing the agreement of March 9, 1959, as amended and supplemented.
Effected by exchange of notes
Signed at Washington March 18, 1982;
Entered into force March 18, 1982.

The Secretary of State to the Canadian Ambassador

MARCH 18, 1982

EXCELLENCY:

I have the honor to refer to the exchange of Notes between Canada and the United States of America signed in Ottawa on March 9, 1959, as amended in 1964, 1967, 1972, 1978, and 1980,[1] with an annexed Memorandum concerning tolls to be charged for the use of the navigational facilities administered by The St. Lawrence Seaway Authority in Canada and the Saint Lawrence Seaway Development Corporation in the United States, and to recent discussions which have taken place between officials of those agencies concerning such tolls.

These discussions resulted on November 25, 1981, at Washington, D.C. in the signature by the Administrator of the Saint Lawrence Seaway Development Corporation and on November 30, 1981, at Ottawa in the signature by the President of The St. Lawrence Seaway Authority, of the annexed Memorandum of Agreement which would amend a Memorandum of Agreement between those parties dated January 29, 1959, as previously amended, by modifying, effective with the opening of the 1982 navigation season, the tariff of tolls annexed thereto.

I have the honor to propose that this Note, and the annexed Memorandum of Agreement, if such meet with the approval of your Government, together with your Note in reply indicating such concurrence, shall constitute an Agreement between our two Governments effective on the date of your reply.

Upon entry into force, this Agreement shall amend and supplement the Agreement governing tolls on the St. Lawrence Seaway effected by the Exchange of Notes of March 9, 1959, as previously amended.

Accept, Excellency, the renewed assurance of my highest consideration.

For the Secretary of State:

WALTER J. STOESSEL, JR.

Enclosure:

Memorandum of Agreement between The St. Lawrence Seaway Authority and the St. Lawrence Seaway Development Corporation

His Excellency

ALLAN E. GOTLIEB,

Ambassador of Canada.

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[1] TIAS 4192, 5117, 5608, 6236, 7408, 9003, 9883; 10 UST 323; 13 UST 1763; 15 UST 1390; 18 UST 321; 23 UST 1304; 29 UST 3165; 32 UST.

MEMORANDUM OF AGREEMENT between The St. Lawrence Seaway Authority, hereinafter referred to as "Authority" and the Saint Lawrence Seaway Development Corporation, hereinafter referred to as "Corporation", respecting the Memorandum of Agreement between the parties dated January 29, 1959, as amended, hereinafter referred to as the "Agreement" and the St. Lawrence Seaway Tariff of Tolls.

The Authority and the Corporation, recognizing their mutual need for additional revenues to satisfy their respective financial requirements, have agreed to recommend to their respective governments the following modifications to the Agreement:

1. THAT the Tariff of Tolls for the St. Lawrence Seaway annexed hereto be substituted, effective with the opening of the 1982 navigation season, for the Tariff of Tolls presently annexed to the Agreement. The Tariff of Tolls presently annexed was substituted by the exchange of notes dated March 20, 1978 which confirmed an agreement dated March 1, 1978 and was amended by the exchange of notes dated October 7, 1980 which confirmed an agreement dated October 25, 1979.

2. THAT the terms and conditions of the Agreement as previously amended, except as herein modified, shall continue to remain in full force and effect.

FOR THE SAINT LAWRENCE SEAWAY DEVELOPMENT CORPORATION:

D. W. OBERLIN

D. W. Oberlin,
Administrator

Executed at Washington, D.C. this 25th day of November, 1981.

FOR THE ST. LAWRENCE SEAWAY AUTHORITY:

W. A. O'NEIL

W. A. O'Neil,
President

Executed at Ottawa, Ontario this 30th day of November, 1981.

ST. LAWRENCE SEAWAY TARIFF OF TOLLS

TITLE

1. This tariff may be cited as the St. Lawrence Seaway Tariff of Tolls.

INTERPRETATION

2. In this tariff.

(a) "Authority" means The St. Lawrence Seaway Authority;

(b) "Bulk cargo" means such goods as are loose or in mass and generally must be shovelled, pumped, blown, scooped or forked in the handling and, without limiting the generality of the term or otherwise affecting its meaning, shall be deemed to include:

(i) cement, loose or in sacks;
(ii) coke and petroleum coke, loose or in sacks;
(iii) domestic package freight;
(iv) liquids carried in ships' tanks;
(v) ores and minerals (crude, screened, sized or concentrated, but not otherwise processed) loose or in sacks, including alumina, bauxite, coal, gravel, phosphate rock, sand, stone and sulphur;
(vi) pig iron, scrap metals;
(vii) pulpwood, poles and logs, loose or bundled;
(viii) raw sugar, flour, loose or in sacks;
(ix) woodpulp, loose or in bales;

(c) "Cargo" means all goods aboard a vessel whether carried as revenue or non-revenue freight, or carried for the vessel owner, *except:* empty containers and the tare weight of loaded containers, all such containers having a capacity of 18 cubic meters (635.665 cubic feet) or more; ships' fuel, ballast or stores, or crew or passengers' personal effects, and intransit cargo that is carried both upbound and downbound in the course of the same voyage which shall be reported in the Seaway Transit Declaration Form but is deemed to be ballast and not subject to toll assessment;

(d) "Containerized cargo" means any general cargo shipped in an enclosed, permanent, reusable, nondisposable, weathertight shipping conveyance having a capacity of 18 cubic meters (635.665 cubic feet) or more and fitted with a minimum of one hinged door;

(e) "Corporation" means the Saint Lawrence Seaway Development Corporation;

(f) "Domestic package freight" means cargo, the shipment of which originates at one Canadian point and terminates at another Canadian point, or which originates at one United States point and terminates at another United States point, but shall

not include any import or export cargo designated at the point of origin for transshipment by water at a point in Canada or in the United States;

(g) "Feed grains" means barley, corn, oats, flaxseed, rapeseed, soybeans and other oilseeds, grain screenings, and mill feed containing not more than 35% ingredients other than grain or grain products;

(h) "Food grains" means buckwheat, dried beans, dried peas, rye, and wheat;

(i) "General cargo" means all goods not included in the definitions under paragraphs (b), (g), (h), and (j);

(j) "Government aid cargo" means processed food products which have been donated by or the purchase of which has been financed on concessional terms by the Federal government of either the United States or Canada for the purposes of nutrition, economic development, emergency, or disaster relief programs;

(k) "Metric ton" means, unless otherwise stated, a metric unit of weight of 1,000 kilograms (2204.62 pounds);

(l) "Passenger" means any person being transported through the Seaway who has paid a fare for passage;

(m) "Pleasure craft" means a vessel, however propelled, that is used exclusively for pleasure and does not carry passengers;

(n) "St. Lawrence Seaway" includes all facilities and services authorized under the St. Lawrence Seaway Authority Act, Chapter 242, Revised Statutes of Canada, 1952, as amended, and under Public Law 358, 83rd Congress, May 13, 1984,[1] enacted by the Congress of the United States, as amended, and including the Welland Canal, which facilities are under the control and administration or immediate financial responsibility of either the Authority or the Corporation;

(o) "Seaway" means the St. Lawrence Seaway;

(p) "Tolls" means the total assessment levied against a vessel, its cargo and passengers for complete or partial transit of the Seaway covering a single trip in one direction;

(q) "Vessel" means every type of craft used as a means of transportation on water, except a vessel of or employed by the Authority or the Corporation.

TOLLS

3. (1) The tolls shall be as set forth in the Schedule hereto, and the toll level reached in 1983 shall remain in effect thereafter until modified.

(2) The tolls under this tariff are due from the representative of each vessel as soon as they are incurred, and upon demand of either the Authority or the Corporation payment shall be made within fourteen days of the date of such demand.

[1] 68 Stat. 92; 33 U.S.C. § 981 *et seq.*

(3) The tolls for the section between Montreal and Lake Ontario shall be paid 71 percent in Canadian dollars and 29 percent in United States dollars. Payments for transit through locks in Canada only shall be in Canadian dollars, and payments for transit through locks in the United States only shall be in United States dollars.

(4) The tolls for transit of the Welland Canal shall be paid in Canadian dollars and shall accrue to the Authority.

SECURITY FOR PAYMENT

4. A representative of each vessel shall provide the Authority or the Corporation with security, satisfactory to the Authority or the Corporation, for payment of tolls.

DESCRIPTION AND WEIGHT OF CARGO

5. (1) A cord of pulpwood shall be deemed to weigh 1,450 kilograms (3196.70 pounds).

(2) (a) 1,000 f.b.m. of sawn softwood lumber with less than 15% moisture content shall be deemed to weigh 770 kilograms (1697.56 pounds).

(b) 1,000 f.b.m. of sawn softwood lumber with 15% moisture content or over shall be deemed to weigh 950 kilograms (2094.39 pounds).

(c) 1,000 f.b.m. of sawn hardwood lumber with less than 15% moisture content shall be deemed to weigh 1,135 kilograms (2502.24 pounds).

(d) 1,000 f.b.m. of sawn hardwood lumber with 15% moisture content or over shall be deemed to weigh 1,405 kilograms (3097.49 pounds).

(3) The tonnage used in the assessment of tolls shall be calculated to the nearest 1,000 kilograms (2204.62 pounds).

POST-CLEARANCE DATE OPERATIONAL SURCHARGES

6. If the Authority and the Corporation so determine, they may establish a clearance date for the transit of the Montreal-Lake Ontario section. Each vessel which does not comply with the conditions announced by the Authority and the Corporation in establishing the clearance date may be required to pay in dollars an operational surcharge as follows:

(a) Vessels reporting during the 24 hour period immediately following the clearance date: 20,000.00

(b) Vessels reporting more than 24 hours late, but less than 48 hours after the clearance date: 40,000.00

(c) Vessels reporting more than 48 hours late, but less than 72 hours after the clearance date: 60,000.00

(d) Vessels reporting more than 72 hours late, but less than 96 hours after the clearance date: 80,000.00

The operational surcharge assessed vessels already at a port, dock or wharf within the St. Lambert-Iroquois Lock segment of the Montreal-Lake Ontario section at the clearance date shall be $20,000 less than the amount otherwise applicable.

Each vessel which reports more than 96 hours after the clearance date may transit only if a prior written agreement authorizing such transit has been entered into among the owner or agent of the vessel and the Authority and the Corporation. Such agreement may provide for additional operational surcharges.

Assessed operational surcharges will be prorated on a per lock basis. Surcharges representing transit through United States locks will be for the account of the Corporation and payable in United States funds and surcharges representing transit through Canadian locks will be for the account of the Authority and will be payable in Canadian funds.

Schedule

	Tolls			
	Montreal to or from Lake Ontario		Lake Ontario to or from Lake Erie (Welland Canal)	
	1982	1983	1982	1983
1. For transit of the Seaway, a composite toll, comprising:				
(1) a charge in dollars per gross registered ton, according to national registry of the vessel, applicable whether the vessel is wholly or partially laden, or is in ballast. (All vessels shall have an option to calculate gross registered tonnage according to prescribed rules for measurement in either Canada or the United States.)	0.075	0.08	0.07	0.07
(2) a charge in dollars per metric ton of cargo as certified on ship's manifest or other document, as follows:				
—bulk cargo	0.79	0.85	0.31	0.31
—general cargo	1.91	2.06	0.50	0.50
—containerized cargo	0.79	0.85	0.31	0.31
—government aid cargo.....	0.48	0.52	0.31	0.31
—food grains	0.48	0.52	0.31	0.31
—feed grains.....	0.48	0.52	0.31	0.31
(3) a charge in dollars per passenger per lock	1.00	1.00	1.00	1.00
(4) a charge in dollars per lock for complete or partial transit of the Welland Canal in either direction by cargo or passenger vessels, which may be shared by vessels in tandem:				
(i) loaded: per lock.....	N/A	N/A	150.00	250.00
(ii) in ballast: per lock	N/A	N/A	75.00	187.50

Schedule—Continued

	Tolls			
	Montreal to or from Lake Ontario		Lake Ontario to or from Lake Erie (Welland Canal)	
	1982	1983	1982	1983
2. For partial transit of the Seaway:				
(1) between Montreal and Lake Ontario, in either direction 15 percent per lock of the applicable toll under 1(1) and (2) above.				
(2) between Lake Ontario and Lake Erie, in either direction, (Welland Canal), 13 percent per lock of the applicable toll under 1(1) and (2) above, plus charges applicable as per (3) and (4) above.				
3. Minimum charge in dollars per vessel per lock transited for full or partial transit of the Seaway:				
—pleasure craft	5.00	5.00	5.00	5.00
—other vessels.....	10.00	10.00	10.00	10.00

The Canadian Ambassador to the Secretary of State

Canadian Embassy Ambassade du Canada

WASHINGTON, March 18, 1982.

NOTE NO. 148

Sir,

I have the honour to refer to your Note of March 18, 1982 referring to recent discussions between officials of The St. Lawrence Seaway Authority in Canada and the Saint Lawrence Seaway Development Corporation in the United States concerning the tolls to be charged for the use of the navigation facilities administered by them, which resulted in the signature by the two Seaway entities on November 30, 1981, of a Memorandum of Agreement, annexed to your Note, which would amend the Memorandum of Agreement between those parties dated January 29, 1959, as previously amended, by modifying, effective with the opening of the 1982 navigation season, the tariff of tolls annexed thereto.

I have the honour to inform you that the proposals outlined in your Note are acceptable to the Government of Canada and to confirm that your Note, together with the attached Memorandum of Agreement, and this reply, which is authentic in English and French, shall constitute an Agreement between our two Governments, which shall enter into force on the date of this Note.

Accept, Sir, the renewed assurances of my highest consideration.

The Honourable Alexander M. Haig, Jr.,
Secretary of State,
Washington, D. C. 20520.

Ambassador

Allan Gotlieb[1]

[1] Allan Gotlieb.

French Text of the Canadian Note

Canadian Embassy Ambassade du Canada

WASHINGTON, D.C.
le 18 mars 1982

n° 148

Monsieur le Secrétaire d'Etat,

J'ai l'honneur de me reporter à votre Note, en date du 18 mars 1982, concernant les discussions qui ont eu lieu récemment entre les représentants de l'Administration de la Voie maritime du Saint-Laurent au Canada et de la Saint Lawrence Seaway Development Corporation aux Etats-Unis sur les droits de péage à exiger pour l'utilisation des installations de navigation qu'exploitent ces deux organismes qui, suite auxdites discussions, ont signé, le 30 novembre 1981, le Mémorandum d'accord annexé à votre Note et visant à modifier le Mémorandum d'accord signé par les mêmes parties le 29 janvier 1959, tel que modifié antérieurement, en changeant le tarif ci-annexé de péages à compter de l'ouverture de la saison de navigation de 1982.

J'ai l'honneur de vous informer que le Gouvernement du Canada accepte les propositions

L'honorable Alexander M. Haig, Jr.
Secrétaire d'Etat
Washington, D.C. 20520

formulées dans votre Note précitée et de vous confirmer que votre Note, ainsi que le Mémorandum d'accord qui y est annexé, et la présente réponse, dont les versions française et anglaise font également foi, constituent un Accord entre nos deux Gouvernements, qui entrera en vigueur à compter de la date de la présente Note.

Veuillez agréer, Monsieur le Secrétaire d'Etat, les assurances renouvelées de ma très haute considération.

l'Ambassadeur,

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Agreements Between the
UNITED STATES OF AMERICA
and INDIA

Amending the Agreement of
December 30, 1977, as Amended

Effected by Exchange of Letters
Signed at Washington March 16 and 18, 1982

And Exchange of Letters
Signed at Washington March 18 and 19, 1982

And Exchange of Letters
Signed at Washington March 23 and 26, 1982

And Exchange of Letters
Signed at Washington March 31 and April 7, 1982

10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89-497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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Washington, D.C. 20402

INDIA

Trade in Textiles and Textile Products

Agreements amending the agreement of December 30, 1977, as amended.
Effected by exchange of letters
Signed at Washington March 16 and 18, 1982;
Entered into force March 18, 1982.
And exchange of letters
Signed at Washington March 18 and 19, 1982;
Entered into force March 19, 1982.
And exchange of letters
Signed at Washington March 23 and 26, 1982;
Entered into force March 26, 1982.
And exchange of letters
Signed at Washington March 31 and April 7, 1982;
Entered into force April 7, 1982.

The Acting Deputy Assistant Secretary of State for Trade and Commercial Affairs to the Indian Minister for Commerce and Supply

DEPARTMENT OF STATE

Washington, D.C. 20520

March 16, 1982

Mr. Nareshwar Dayal
Minister (Commerce and Supply)
Embassy of India
2107 Massachusetts Avenue, N.W.
Washington, D.C. 20008

Dear Mr. Dayal:

I am writing to you with regard to the Agreement between the United States and India relating to Trade in Cotton, Wool and Man-Made Fiber Textiles and Textile Products, with annexes, effected by exchange of notes on December 30, 1977, as amended,[1] ("the Agreement"), and to your letter of March 2, 1982[2] concerning exports from India to the United States of products classified in textile Category 342.

On behalf of my Government, I would like to propose that the consultation level for the Agreement Year ending December 31, 1982 for Category 342 be increased as follows:

Category	Current Level (SYE)	Adjusted Level (SYE)
342	700,000	1,500,000

If this proposal is acceptable to your Government, this letter and your letter of confirmation on behalf of your Government shall constitute an amendment to the Agreement.

Sincerely,

William H. Edgar

William H. Edgar
Acting Deputy Assistant Secretary
Trade and Commercial Affairs
Bureau of Economic and
Business Affairs

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[1] TIAS 9036, 9232, 10143; 29 UST 3677; 30 UST 983; 33 UST.
[2] Not printed.

The Indian Minister for Commerce and Supply to the Acting Deputy Assistant Secretary of State for Trade and Commercial Affairs

N. Dayal
Minister(Commerce & Supply)

EMBASSY OF INDIA
COMMERCE WING
2536 MASSACHUSETTS AVE., N.W.
WASHINGTON, D.C. 20008
TELEPHONE: 265-5200

No. COM/105/2/82

March 18,1982

Mr. William H. Edgar,
Acting Deputy Assistant Secretary,
Trade and Commercial Affairs,
Bureau of Economic and Business Affairs,
Department of State,
Washington D.C.20520

Dear Mr. Edgar,

I am writing with reference to your letter of March 16,1982 proposing that the consultation level for category 342 in the Indo-US Textile Agreement be increased for the Agreement Year 1982 as follows:-

Category

342 (Cotton skirts) - from 700,000 SYE to 1.5 million SYE

On behalf of my Government I have the honour to accept this proposal. Your letter and my response would constitute an amendment of the Indo-US Textile Agreement.

Yours sincerely,

Narendra Dayal

(N. Dayal)

The Acting Deputy Assistant Secretary of State for Trade and Commercial Affairs to the Indian Minister for Commerce and Supply

DEPARTMENT OF STATE
Washington, D.C. 20520

March 18, 1982

Mr. Nareshwar Dayal
Minister (Commerce and Supply)
Embassy of India
2107 Massachusetts Avenue, N.W.
Washington, D.C. 20008

Dear Mr. Dayal:

I am writing to you with regard to the Agreement between the United States and India relating to Trade in Cotton, Wool and Man-Made Fiber Textiles and Textile Products, with annexes, effected by exchange of notes on December 30, 1977, as amended, ("the Agreement"), and to your letter of February 9, 1982 [1] concerning exports from India to the United States of products classified in textile categories 335 and 641.

On behalf of my Government, I would like to propose that the consultation levels for the Agreement Year ending December 31, 1982 for categories 335 and 641 be increased as follows:

Category	Current Level (SYE)	Adjusted Level (SYE)
335	700,000	1,200,000
641	700,000	1,500,000

If this proposal is acceptable to your Government, this letter and your letter of confirmation on behalf of your Government shall constitute an amendment to the Agreement.

Sincerely,

William H. Edgar

William H. Edgar
Acting Deputy Assistant Secretary
Trade and Commercial Affairs
Bureau of Economic and
Business Affairs

[1] Not printed.

The Indian Minister for Commerce and Supply to the Acting Deputy Assistant Secretary of State for Trade and Commercial Affairs

N. Dayal
Minister(Commerce & Commerce)

EMBASSY OF INDIA
COMMERCE WING
2536 MASSACHUSETTS AVE., N.W.
WASHINGTON, D.C. 20008
TELEPHONE: 265-5200

No. COM/105/2/82

March 19,1982

Mr. William H. Edgar,
Acting Deputy Assistant Secretary,
Trade and Commercial Affairs,
Bureau of Economic and Business Affairs,
Department of State,
Washington D.C.20520

Dear Mr. Edgar,

I am writing with reference to your letter of March 18, 1982 proposing that the consultation levels for categories 335 and 641 in the Indo-US Textile Agreement be increased for the Agreement year 1982 as follows:-

Category	Current Level (SYE)	Adjusted Level (SYE)
335	700,000	1,200,000
641	700,000	1,500,000

On behalf of my Government,I have the honour to accept this proposal without prejudice to our request for increase made in our letter dated February 9,1982. Your letter and my response would constitute an amendment of the Indo-US Textile Agreement.

Yours sincerely,

Naresh Dayal

(N. Dayal)

The Acting Deputy Assistant Secretary of State for Trade and Commercial Affairs to the Indian Minister for Commerce and Supply

DEPARTMENT OF STATE

Washington, D.C. 20520

March 23, 1982

Mr. Nareshwar Dayal
Minister (Commerce and Supply)
Embassy of India
2107 Massachusetts Avenue, N.W.
Washington, D.C. 20008

Dear Mr. Dayal:

I am writing to you with regard to the Agreement between the United States and India relating to Trade in Cotton, Wool and Man-Made Fiber Textiles and Textile Products, with annexes, effected by exchange of notes on December 30, 1977, as amended, ("the Agreement"), and to our conversations concerning exports from India to the United States of products classified in textile category 331.

On behalf of my Government, I would like to propose that the consultation level for the Agreement Year ending December 31, 1982 for category 331 be increased from 700,000 sye to 1,000,000 sye.

If this proposal is acceptable to your Government, this letter and your letter of confirmation on behalf of your Government shall constitute an amendment to the Agreement.

Sincerely,

William H. Edgar

William H. Edgar
Acting Deputy Assistant Secretary
Trade and Commercial Affairs
Bureau of Economic and
Business Affairs

The Indian Minister for Commerce and Supply to the Acting Deputy Assistant Secretary of State for Trade and Commercial Affairs

Nareshwar Dayal
Minister (C&S)

EMBASSY OF INDIA
COMMERCE WING
2536 MASSACHUSETTS AVE., N.W.
WASHINGTON, D.C. 20008
TELEPHONE: 265-5200

No.COM/105/2/82

March 26, 1982.

Mr. William H. Edgar,
Acting Deputy Assistant Secretary,
Trade and Commercial Affairs,
Bureau of Economic and Business Affairs,
Department of State,
Washington D.C.20520

Dear Mr. Edgar,

I am writing with reference to your letter of March 23, 1982 proposing that the consultation level for category 331 in the Indo-US Textile Agreement be increased for the Agreement year 1982 as follows:-

Category	Current level (SYE)	Adjusted level (SYE)
331	700,000	1,000,000

On behalf of my Government, I have the honour to accep this proposal without prejudice to our request for increase made in our letter dated February 22, 1982.[1] Your letter and my response would constitute an amendment of the Indo-US Textile Agreement.

Yours sincerely,

Nareshwar Dayal

(Nareshwar Dayal)

[1] Not printed.

The Acting Deputy Assistant Secretary of State for Trade and Commercial Affairs to the Indian Minister for Commerce and Supply

DEPARTMENT OF STATE

Washington, D.C. 20520

March 31, 1982

Mr. Nareshwar Dayal
Minister (Commerce and Supply)
Embassy of India
2107 Massachusetts Avenue, N.W.
Washington, D.C. 20008

Dear Mr. Dayal:

I am writing to you with regard to the Agreement between the United States and India relating to Trade in Cotton, Wool and Man-Made Fiber Textiles and Textile Products, with annexes, effected by exchange of notes on December 30, 1977, as amended, ("the Agreement"), and to our conversations concerning exports from India to the United States of products classified in textile categories 351 and 359.

On behalf of my Government, I would like to propose that the consultation levels for the Agreement Year ending December 31, 1982 for categories 351 and 359 be increased as follows:

Category	Current Level (SYE)	Adjusted Level (SYE)
351	700,000	1,000,000
359	700,000	2,000,000

If this proposal is acceptable to your Government, this letter and your letter of confirmation on behalf of your Government shall constitute an amendment to the Agreement.

Sincerely,

Teresita C. Schaffer

Teresita C. Schaffer, Acting
Deputy Assistant Secretary for
Trade and Commercial Affairs
Bureau of Economic and
Business Affairs

9

The Indian Minister for Commerce and Supply to the Acting Deputy Assistant Secretary of State for Trade and Commercial Affairs

N. Dayal
Minister(Commerce & Supply)

EMBASSY OF INDIA
COMMERCE WING
2536 MASSACHUSETTS AVE., N.W.
WASHINGTON, D.C. 20008
TELEPHONE: 265-5200

NO. COM/105/2/82

April 7, 1982

Ms. Teresita C. Schaffer,
Acting Deputy Assistant Secretary
for Trade and Commercial Affairs,
Bureau of Economic and Business Affairs,
Department of State,
Washington D.C.20520

Dear Ms. Schaffer,

I am writing with reference to your letter of March 31,1982 proposing that the consultation levels for categories 351 and 359 in the Indo-US Textile Agreement be increased for the Agreement year 1982 as follows:-

Category	Current level (SYE)	Adjusted Level (SYE)
351	700,000	1,000,000
359	700,000	2,000,000

On behalf of my Government, I have the honour to accept this proposal without prejudice to our request for increasesmade in our letter dated March 4,1982.[1] Your letter and my response would constitute an amendment to the Indo-US Textile Agreement.

Yours sincerely,

Narsi Dayal
(N.Dayal)

[1] Not printed.

11365

TRADE

Antitrust Matters

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Agreement Between the
UNITED STATES OF AMERICA
and AUSTRALIA

Signed at Washington June 29, 1982

S 9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89-497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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AUSTRALIA

Trade: Antitrust Matters

Agreement signed at Washington June 29, 1982;
Entered into force June 29, 1982.

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF AUSTRALIA RELATING TO COOPERATION ON ANTITRUST MATTERS

The Government of the United States of America and the Government of Australia,

Recognizing that conflicts have arisen between the interests reflected in United States antitrust laws and policies and those reflected in Australian laws and policies, and that such conflicts may arise in the future;

Recognizing the need for such conflicts to be resolved with mutual respect for each other's sovereignty and with due regard for considerations of comity;

Considering that intergovernmental consultations may facilitate the resolution of such conflicts;

Desiring to establish an appropriate bilateral framework for conducting consultations; and

Considering that, in the absence of conflicts, cooperation between the Governments of the United States and Australia is desirable in the enforcement of antitrust laws,

Have agreed as follows:

ARTICLE 1

Notification

1. When the Government of Australia has adopted a policy that it considers may have antitrust implications for the United States, the Government of Australia may notify the Government of the United States of that policy. If practicable, such a notification shall be given before implementation of the policy by persons or enterprises.

2. When the Department of Justice or Federal Trade Commission of the United States decides to undertake an antitrust investigation that may have implications for Australian laws, policies or national interests, the Government of the United States shall notify the Government of Australia of the investigation.

3. A notification under paragraph 2 of this Article shall be effected promptly and, to the fullest extent possible under the circumstances of the particular case, prior to the convening of a grand jury or issuance of any civil investigative demand, subpoena or other compulsory process.

4. The content of a notification made pursuant to paragraph 1 or 2 of this Article shall be sufficiently detailed to permit the notified Government to determine whether the matter may have implications for its laws, policies or national interests.

5. Notifications undertaken in accordance with paragraphs 1 and 2 of this Article shall be transmitted through diplomatic channels.

ARTICLE 2

Consultations

1. When it appears to the Government of Australia through notification pursuant to paragraph 2 of Article 1 that the Department of Justice or Federal Trade Commission of the United States has commenced, or is likely to commence, an antitrust investigation or legal proceeding that may have implications for Australian laws, policies or national interests, the Government of Australia shall communicate its concerns and may request consultations with the Government of the United States. The Government of the United States shall participate in such consultations.

2. When it appears to the Government of the United States through notification pursuant to paragraph 1 of Article 1 that a policy of the Government of Australia may have significant antitrust implications under United States law, the Government of the United States shall communicate its concerns and may request consultations with the Government of Australia. The Government of Australia shall participate in such consultations.

3. Either Party may seek consultations with respect to potential conflicts which come to its attention other than by notification.

4. Both Parties during consultations shall seek to identify any respect in which:

(a) implementation of the Australian policy has or might have implications for the United States in relation to the enforcement of its antitrust laws; and

(b) the antitrust enforcement action by the Department of Justice or the Federal Trade Commission of the United States has or might have implications for Australian laws, policies or national interests.

5. Both Parties during consultations shall seek earnestly to avoid a possible conflict between their respective laws, policies and national interests and for that purpose to give due regard to each other's sovereignty and to considerations of comity.

6. In particular, in seeking to avoid conflict:

(a) the Government of Australia shall give the fullest consideration to modifying any aspect of the policy which has or might have implications for the United States in relation to the enforcement of its antitrust laws. In this regard, consideration shall be given to any harm that may be caused by the implementation or continuation of the Australian policy to the interests protected by the United States antitrust laws; and

(b) the Department of Justice or the Federal Trade Commission of the United States, as the case may be, shall give the fullest consideration to modifying or discontinuing its existing antitrust investigation or proceedings, or to modifying or refraining

from contemplated antitrust investigations or proceedings. In this regard, consideration shall be given to the interests of Australia with respect to the conduct to which the proceedings, or contemplated proceedings, relate, or would relate, including, without limitation, Australia's interests in circumstances where that conduct:

(1) was undertaken for the purpose of obtaining a permission or approval required under Australian law for the exportation from Australia of Australian natural resources or goods manufactured or produced in Australia;

(2) was undertaken by an Australian authority, being an authority established by law in Australia, in the discharge of its functions in relation to the exportation from Australia of Australian natural resources or goods manufactured or produced in Australia;

(3) related exclusively to the exportation from Australia to countries other than the United States, and otherwise than for the purpose of re-exportation to the United States, of Australian natural resources or goods manufactured or produced in Australia; or

(4) consisted of representations to, or discussions with, the Government of Australia or an Australian authority in relation to the formulation or implementation of a policy of the Government of Australia with respect to the exportation from Australia of Australian natural resources or goods manufactured or produced in Australia.

7. Each Party during consultations shall provide as detailed an account as possible, under the particular circumstances, of the basis and nature of its antitrust investigation or proceeding, or its national policy and its implementation, as the case may be.

ARTICLE 3

Confidentiality

Documents and information provided by either Party in the course of notification or consultations under this Agreement shall be treated confidentially by the receiving Party unless the providing Party consents to disclosure or disclosure is compelled by law. The Government of the United States shall not, without the consent of the Government of Australia, use information or documents provided by the Government of Australia in the course of notification or consultations under this Agreement as evidence in any judicial or administrative proceeding under United States antitrust laws. The Government of the United States shall not, however, be foreclosed from pursuing an investigation of any conduct which is the subject of notification or consultations, or from initiating a proceeding based on evidence obtained from sources other than the Government of Australia.

ARTICLE 4

Procedure After Consultations

1. When consultations have been held with respect to an Australian policy notified pursuant to paragraph 1 of Article 1, and the Department of Justice or the Federal Trade Commission of the United States, as the case may be, concludes that the implementation of that policy should not be a basis for action under United States antitrust laws, the Government of Australia may request a written memorialization of such conclusion and the basis for it. The Government of the United States shall, in the absence of circumstances making it inappropriate, provide such a written memorialization. Where a written memorialization has been provided, the Government of the United States shall expeditiously consider requests by persons or enterprises for a statement of enforcement intentions with respect to proposed private conduct in implementation of the Australian policy, in accordance with the Department of Justice's Business Review Procedure or the Federal Trade Commission's Advisory Opinion Procedure, as may be appropriate in the case.

2. If, through consultations pursuant to this Agreement, no means for avoiding a conflict between the laws, policies or national interests of the two Parties has been developed, each Party shall be free to protect its interests as it deems necessary.

ARTICLE 5

Cooperation In Antitrust Enforcement

1. When a proposed investigation or enforcement action under the antitrust laws of one nation does not adversely affect the laws, policies or national interests of the other, each Party shall cooperate with the other in regard to that investigation or action, including through the provision of information and administrative and judicial assistance to the extent permitted by applicable national law.

2. The mere seeking by legal process of information or documents located in its territory shall not in itself be regarded by either Party as affecting adversely its significant national interests, or as constituting a basis for applying measures to prohibit the transmission of such information or documents to the authorities of the other Party, provided that in the case of United States legal process prior notice has been given of its issuance. Each Party shall, to the fullest extent possible under the circumstances of the particular case, provide notice to the other before taking action to prevent compliance with such legal process.

ARTICLE 6

Private Antitrust Suits In United States Courts

When it appears to the Government of Australia that private antitrust proceedings are pending in a United States court relating to conduct, or conduct pursuant to a policy of the Government of Australia, that has been the subject of notification and consultations under this Agreement, the Government of Australia may request the

Government of the United States to participate in the litigation. The Government of the United States shall in the event of such request report to the court on the substance and outcome of the consultations.

ARTICLE 7

Entry Into Force

This Agreement shall enter into force upon signature by both Parties, and shall remain in force unless terminated upon six months notice given in writing by one of the Parties to the other.

IN WITNESS WHEREOF, the undersigned, duly authorized thereto by their respective Government, have signed this Agreement.

DONE, in duplicate, at Washington this twenty-ninth day of June, 1982.

FOR THE GOVERNMENT OF
THE UNITED STATES OF AMERICA:

William French Smith
Attorney General

FOR THE GOVERNMENT OF
AUSTRALIA:

Peter Durack
Attorney General

By direction of the Federal
Trade Commission:

James C. Miller, III
Chairman

10366

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10366

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WHALING

International Observer Scheme

Agreement Between the
UNITED STATES OF AMERICA
and JAPAN

Extending the Agreement of
May 2, 1975, as Extended

Effected by Exchange of Notes
Signed at Tokyo March 30, 1982

9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89-497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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JAPAN

Whaling: International Observer Scheme

Agreement extending the agreement of May 2, 1975, as extended.
Effected by exchange of notes
Signed at Tokyo March 30, 1982;
Entered into force March 30, 1982.

The American Ambassador to the Japanese Minister of Foreign Affairs

No. 206 Tokyo, March 30, 1982

Excellency,

I have the honor to refer to the Agreement between the United States of America and Japan concerning an International Observer Scheme for Whaling Operations from Land Stations in the North Pacific Ocean, signed at Tokyo on May 2, 1975.[1] I have the honor to propose on behalf of the Government of the United States of America that the provisions of the Agreement shall be applied, in accordance with the laws and regulations of the respective countries, until March 31, 1984.

I have further the honor to propose that if the foregoing proposal is acceptable to the Government of Japan, the present Note and Your Excellency's Note in reply indicating such acceptance shall be regarded as constituting

His Excellency

Yoshio Sakurauchi,

Minister for Foreign Affairs

of Japan.

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[1] TIAS 8088, 9765; 25 UST 1009; 32 UST 1160.

an agreement between the two Governments, which will enter into force on the date of Your Excellency's reply.

Accept, Excellency, the renewed assurances of my highest consideration.

Michael J. Mansfield

Michael J. Mansfield
Ambassador Extraordinary
and Plenipotentiary of
the United States of America

The Japanese Minister of Foreign Affairs to the American Ambassador

する光栄を有します。

本大臣は、更に、アメリカ合衆国政府の前記の提案が日本国政府にとつて受諾し得るものであることを確認するとともに、閣下の書簡及びこの返簡が両政府間の合意を構成するものとみなし、その合意がこの返簡の日付の日に効力を生ずるものとすることに同意する光栄を有します。

本大臣は、以上を申し進めるに際し、ここに重ねて閣下に向かつて敬意を表します。

千九百八十二年三月三十日に東京で

日本国外務大臣

アメリカ合衆国特命全権大使

マイケル・J・マンスフィールド閣下

書簡をもつて啓上いたします。本大臣は、本日付けの閣下の次の書簡を受領したことを確認する光栄を有します。

本使は、千九百七十五年五月二日に東京で署名された北太平洋における鯨体処理場による捕鯨のための国際監視員制度に関するアメリカ合衆国と日本国との間の協定に言及する光栄を有します。本使は、同協定の規定が、それぞれ自国の法令に従い、千九百八十四年三月三十一日まで適用されるものとすることをアメリカ合衆国政府に代わつて提案する光栄を有します。

本使は、更に、前記の提案が日本国政府にとつて受諾し得るものであるときは、この書簡及び受諾を表明される閣下の返簡が両政府間の合意を構成するものとみなし、その合意が閣下の返簡の日付の日に効力を生ずるものとすることを提案

TRANSLATION

Tokyo, March 30, 1982

Excellency,

I have the honor to acknowledge receipt of Your Excellency's note of today's date, which reads as follows:

[For the English language text, see pp. 2-3.]

I also have the honor to confirm that the foregoing proposal of the Government of the United States of America is acceptable to the Government of Japan and to agree that Your Excellency's note and this note shall constitute an agreement between the two Governments, which will enter into force on the date of this reply.

Accept, Excellency, the renewed assurances of my highest consideration.

Yoshio Sakurauchi

Yoshio Sakurauchi
Minister of Foreign Affairs
for Japan

His Excellency
Mr. Michael J. Mansfield,
Ambassador Extraordinary
and Plenipotentiary
of the United States of America.

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TRADE IN TEXTILES AND TEXTILE PRODUCTS

Agreement Between the
UNITED STATES OF AMERICA
and THAILAND

Amending the Agreement of
October 4, 1978, as Amended

Effected by Exchange of Letters
Signed at Bangkok March 2 and 30, 1982

S9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89-497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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THAILAND

Trade in Textiles and Textile Products

Agreement amending the agreement of October 4, 1978, as amended.
Effected by exchange of letters
Signed at Bangkok March 2 and 30, 1982;
Entered into force March 30, 1982.

READEX FICHE best copy available

The Thai Deputy Director-General, Department of Foreign Trade, Ministry of Commerce, to the American Economic Officer

No. 0304/ 375

Department of Foreign Trade
Ministry of Commerce
Bangkok

March 1, 1982

Mr. Gary D. De Vight
Economic Officer
Embassy of the United States of America
Bangkok

Dear Mr. De Vight

With reference to paragraph 4 of the Agreement between the United States of America and Thailand relating to trade in cotton, wool and man-made fibre textiles and textile products, with annexes effected by exchange of notes dated October 4, 1978, as amended.[1] We have been approached by textile exporters to obtain for them more flexibility for category 320. We would be very grateful if U.S. Government could raise the consultation level for the said category for 1982 from 8 million square yards to 11 million square yards.

We would very much appreciate in receiving reply on the request at your earliest convenience.

Yours sincerely,

O. Osakanond

(Mrs. Oranuj Osatananda)
Deputy Director-General

[1] TIAS 9215, 9462, 9643, 9717, 9937, 10153; 30 UST 718, 4360; 31 UST 4824; 32 UST; 33 UST.

The American First Secretary to the Thai Deputy Director-General, Department of Foreign Trade, Ministry of Commerce

EMBASSY OF THE
UNITED STATES OF AMERICA
Bangkok, Thailand

March 30, 1982

Mrs. Oranuj Ostananda
Deputy Director-General
Department of Foreign Trade
Ministry of Commerce
Sanamchai Road
Bangkok 2

Dear Mrs. Oranuj:

I refer to paragraph 4 of the Agreement between the United States and Thailand relating to trade in cotton, wool and man-made fiber textiles and textile products, with annexes, effected by exchange of notes dated October 4, 1978, as amended ("The Agreement"), and to your letter of March 2, 1982 in which you request on behalf of the Royal Thai Government that the consultation level for Category 320 be increased to eleven million square yards for the 1982 agreement year.

I am pleased to inform you that my government agrees to this request, and that your letter and this reply thereto constitute an amendment to the Agreement.

Sincerely yours,

Gary D. De Vight
First Secretary

10369

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10369

TRADE IN TEXTILES AND TEXTILE PRODUCTS

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Agreement Between the
UNITED STATES OF AMERICA
and BRAZIL

Effected by Exchange of Notes
Signed at Washington March 31, 1982

S9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89-497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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Washington, D.C. 20402

BRAZIL

Trade in Textiles and Textile Products

Agreement effected by exchange of notes
Signed at Washington March 31, 1982;
Entered into force March 31, 1982.

The Secretary of State to the Brazilian Ambassador

DEPARTMENT OF STATE
WASHINGTON

March 31, 1982

Excellency:

I have the honor to refer to the Arrangement regarding International Trade in Textiles, with Annexes, done at Geneva on December 20, 1973, and extended by the Protocols adopted respectively on December 14, 1977 and December 22, 1981[1] at Geneva (hereinafter referred to as the Arrangement). I have also the honor to refer to discussions between representatives of the Government of the United States of America and the Government of the Federative Republic of Brazil held in Rio de Janeiro from February 15 to February 19, 1982, concerning exports of cotton and man-made fiber textiles and textile products from Brazil to the United States of America. As a result of those discussions and in conformity with Articles 4 and 6 of the Arrangement, I have the honor to propose the following Agreement relating to Trade in Cotton and Man-Made Fiber Textiles and Textile Products between the Government of the Federative Republic of Brazil and the Government of the United States of America.

1. The term of this Agreement shall be the three-year period from April 1, 1982 through March 31, 1985. Each "Agreement Period" shall be the twelve month period from April 1 to March 31, with the first Agreement Period commencing on April 1, 1982 and ending on March 31, 1983.

His Excellency

Antonio F. Azeredo da Silveira,

Brazilian Ambassador.

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[1] TIAS 7840, 8939, 10323; 25 UST 1001; 29 UST 2287; 33 UST.

2. Textiles and textile products covered by this Agreement shall be classified in three groups, as follows:

Group	Definition
I	Yarn and fabric textile products of cotton (Categories 300-320).
II	Apparel, made-up goods, and miscellaneous textile products of cotton (Categories 330-369).
III	Man-made fiber textiles and textile products (Categories 600-669).

The determination of whether a textile or textile product is of cotton or man-made fiber shall be made in accordance with the terms of paragraph 11. The categories referred to in the above definitions of groups are summarized in Annex A.

3. (a) The system of categories and the rates of conversion into square yards equivalent listed in Annex A shall apply in implementing this Agreement.

(b) For purposes of this Agreement, and in recognition of the patterns of trade of the Federative Republic of Brazil

with the United States of America, the categories below are merged and treated as a single category, as indicated, with a designated consultation level as set out in Annex C.

Categories Merged	Designation in Agreement
300, 301	300/301

For purposes of computing charges to Aggregate, Group and Specific Limits for the categories cited above, rates of conversion for individual categories set out in Annex A shall be applied.

4. Commencing with the first Agreement Period and during the subsequent term of this Agreement, the Federative Republic of Brazil shall limit annual exports from Brazil to the United States of America of cotton and man-made fiber textiles and textile products to the Aggregate, Group and Specific Limits set out in Annex B, as such Limits may be adjusted in accordance with paragraphs 8, 9 and 10. The Limits set out in Annex B do not include any adjustments permitted under paragraphs 8, 9 and 10. The Aggregate, Group and Specific Limits shall be increased in the Second and Third Agreement Period by seven percent annually, as shown in Annex B.

5. (a) Within the Group Limits, exports of cotton textiles and textile products in individual categories without Specific Limits shall be subject to category consultation levels. Except as specified in Annex C, the annual consultation levels for cotton categories not given Specific Limits shall be 1,000,000 square yards equivalent for each non-apparel category and 700,000 square yards equivalent for each apparel category. Man-made fiber categories not specified in Annex C and not given Specific Limits shall be subject to the consultation mechanism specified in paragraph 6.

(b) In the event the Government of the Federative Republic of Brazil wishes to export to the United States of America textile products in excess of the applicable consultation levels, the Government of the Federative Republic of Brazil shall request the higher levels. The Government of the United States of America shall consider the request sympathetically. The Government of the United States of America shall respond promptly, and will meet in Washington, D.C. no later than 30 days following the date of the receipt of the Brazilian request and resolve the issue within 30 days following the date of the initial meeting. If the Government of the United States of America is unable to comply fully because of problems of market disruption, as defined in Annex A of the Arrangement, in the United States of America, in a category subject to such request, the Government of the United States of America will so inform

the Government of the Federative Republic of Brazil. The Government of the United States of America will supply data which form the basis of the position taken by the United States of America. Until a mutually satisfactory change in the consultation level of the category in question is established, shipments shall not exceed the existing consultation level.

6. (a) In the event that the Government of the United States of America believes that imports of man-made fiber textiles or textile products from the Federative Republic of Brazil, in any category or categories not covered by Specific Limits, Designated Consultation Levels or Minimum Consultation Levels are, due to market disruption, or the threat thereof, as defined in Annex A of the Arrangement, threatening the orderly development of trade between the two countries, the Government of the United States of America may request consultations with the Government of the Federative Republic of Brazil with a view to easing or avoiding such market disruption. The Government of the United States of America will provide the Government of the Federative Republic of Brazil, at the time of the request, with a statement of reasons for its request for consultations which, in the view of the Government of the United States, will demonstrate:

(1) the existence or the threat of market disruption as defined in Annex A of the Arrangement; and

(2) the role of exports from the Federative Republic of Brazil in that disruption.

(b) Consultations under this paragraph will not be requested for any category when imports from Brazil in such category are at annual levels less than 1,000,000 square yards equivalent for each category other than apparel and 700,000 square yards equivalent for each apparel category.

(c) The Government of the Federative Republic of Brazil agrees to consult with the Government of the United States of America within 30 days of receipt of the request for consultations. Both sides agree to make every effort to reach agreement on a mutually satisfactory resolution of the issue within 90 days of the receipt of the request, unless this period is extended by mutual agreement.

(d) During the 90 day period, the Government of the Federative Republic of Brazil agrees to hold its exports to the United States in the category or categories subject to these consultations to a level no greater than 35 percent of the amount entered, as reported in U.S. General Import statistics, during the first twelve of the most recent fourteen months preceding the month in which the request for consultations was made.

(e) If no mutually satisfactory solution is reached during these consultations, the Government of the United States may establish a Specific Limit for the category or categories concerned. The Specific Limit will not be less

than the amount of the imports concerned, as reported in U.S. General Import statistics, which was entered during the first twelve of the most recent fourteen months preceding the month in which the request for consultations was made, plus 20 percent for all man-made fiber product categories. The Specific Limit established by this sub-paragraph may be combined with the Limit established by sub-paragraph 6(d), at the discretion of the Government of the United States of America.

(f) A Specific Limit established under sub-paragraph 6(e) will be effective on the first day following the conclusion of the "consultation period". If a Specific Limit is established during an Agreement Period, the Specific Limit and any available swing will be prorated to correspond to the number of months remaining in the existing Agreement Period. Full carryforward will be available except in the last Agreement period as provided by paragraph 10. Carryover will not be available in the first Agreement Period following the request for consultations. For the second and each succeeding Agreement Period, the Specific Limit will be increased by 7 percent annual growth for all man-made fiber products.

(g) The Government of the United States of America may assist the Government of the Federative Republic of Brazil in implementing the provisions of this consultation mechanism. Exports in excess of authorized limits for any Period, if allowed entry into the United States, will be charged to the applicable limit for the succeeding Period.

7. (a) Exports from Brazil in excess of authorized limits in any Agreement Period may be denied entry into the United States. Any such shipments denied entry may be permitted entry into the United States in the succeeding Agreement Period and charged to the applicable limit in that Agreement Period.

(b) Exports from Brazil in excess of authorized limits in any Agreement Period will, if allowed entry into the United States during that Agreement Period, be charged to the applicable limit in the succeeding Agreement Period.

(c) Any action taken pursuant to sub-paragraph 7 (a) and 7 (b) above, will not prejudice the rights of either side regarding consultations.

8. During any Agreement Period and within the Aggregate Limit for such Agreement Period, the Group Limits set out in Annex B applicable to such Agreement Period may be exceeded by not more than 15 percent in the case of Group I, and by not more than 7 percent in the case of Group II (swing), provided that a corresponding reduction is made in the remaining Group Limits during the same Agreement Period.

9. During any Agreement Period, and within the Aggregate and applicable Group Limits for such Agreement Period, as they may be adjusted pursuant to paragraphs 8 and 10, the

Specific Limits set out in Annex B, and categories converted to Specific Limits pursuant to paragraph 6 (e), or any other categories converted to Specific Limits may be exceeded by not more than 10 percent if included in Group I and non-apparel categories included in Group III, and 7 percent if included in Group II and apparel categories included in Group III.

10. (a) In any Agreement Period, in addition to any adjustments pursuant to paragraphs 8 and 9, exports may exceed, by a maximum of 11 percent, the Aggregate Limit and any Group or Specific Limit by allocating to such limit for that Agreement Period an unused portion of the corresponding limit for the previous Agreement Period ("Carryover"), or a portion of the corresponding limit for the succeeding Agreement Period ("Carryforward") subject to the following conditions:

(b) Carryover may be utilized as available up to 11 percent of the receiving Agreement Period's applicable limit. No carryover shall be available for application during the first Agreement Period.

(c) Carryforward may be utilized up to 6 percent of the receiving Agreement Period's applicable limits.

(d) Carryforward used shall be charged against the immediately following Agreement Period's corresponding limits. No carryforward shall be available for application in the final Agreement Period.

(e) The combination of carryover and carryforward may not exceed 11 percent of the receiving Period's applicable limits in any Agreement Period.

(f) For purposes of this Agreement, a shortfall occurs when exports of textiles or textile products from Brazil to the United States of America during an Agreement Period are below the Aggregate Limit and any applicable Group Limit or Specific Limit. In the Agreement Period following the shortfall, such exports from Brazil to the United States of America may be permitted to exceed the Aggregate, Group and Specific Limits subject to the conditions of sub-paragraph 10 (a) by carryover of shortfalls in the following manner:

(i) Carryover to any Aggregate, Group or Specific Limit shall not exceed the amount of shortfall available in the Aggregate Limit, any applicable Group Limit or Specific Limit.

(ii) In the case of shortfall in a category subject to a Specific Limit, the shortfall shall be used in the category in which the shortfall occurred.

(iii) In the case of shortfall in a Group Limit, the carryover shall be used in the same Group in which the shortfall occurred.

(iv) The Aggregate Limit or any applicable Group or Specific Limit in which the shortfall occurred shall be decreased by the amount used to exceed the following Period's limit.

(g) The limits referred to in this paragraph are without any adjustment under this paragraph, or paragraphs 8 and 9. The total adjustment under this paragraph shall be in addition to adjustments to the limits permitted by paragraphs 8 and 9.

(h) The Government of the United States may apply adjustments under this paragraph to any Specific Limit whenever that adjustment appears appropriate to facilitate the flow of trade and the sound administration of the Agreement. To the extent that such adjustments are actually utilized, they will be implemented by means of carryover and carryforward, in that order. Any unused carryforward will be re-credited to the following period's limit. This procedure will not prejudice the outcome of any consultations that may be held between our Governments concerning the amounts of available carryover and carryforward.

11. (a) Tops, yarns, piece goods, made-up articles, garments, and other textile manufactured products, all being products which derive their chief characteristics from their textile components of cotton or man-made fibers, or

blends thereof, in which any or all of those fibers in combination represent either the chief value of the fibers, or 50 percent or more by weight of the products, are subject to this Agreement.

(b) For the purposes of this Agreement, textile products shall be classified as cotton or man-made fiber textiles if wholly or in chief value of any of these fibers. Any products covered by sub-paragraph 11 (a) but not in chief value of cotton or man-made fiber shall be classified as:

(i) Cotton textiles if containing 50 percent or more by weight of cotton, or if the cotton component exceeds by weight the wool and/or the man-made fiber component; and

(ii) Man-made fiber textiles if the foregoing does not apply and if wool equals less than 17 percent by weight.

12. In conformity with Article 8 of the Arrangement, the Government of the Federative Republic of Brazil and the Government of the United States of America shall cooperate to avoid circumvention of the Agreement. Any actions with a view to avoid circumvention shall comply with the provisions established in paragraph 14 of the Protocol of December 22, 1981 extending the MFA (Document - GATT L/5276).

13. Mutually satisfactory administrative arrangements or adjustments may be made to resolve minor problems arising in the implementation of this Agreement, including differences in points of procedure or operation.

14. (a) The Government of the United States of America shall promptly supply the Government of the Federative Republic of Brazil with data on monthly imports of cotton and man-made fiber textiles and textile products into the United States of America from Brazil.

(b) The Government of the Federative Republic of Brazil shall promptly supply the Government of the United States of America with data on monthly exports of cotton and man-made fiber textiles and textile products from Brazil to the United States of America.

(c) Each Government agrees to supply promptly any other available statistical data necessary to the implementation of this Agreement requested by the other Government.

15. The Government of the Federative Republic of Brazil shall use its best efforts to space exports from Brazil to the United States of America within each category evenly throughout each Agreement Period, taking into consideration normal seasonal factors.

16. If the Federative Republic of Brazil considers that, as a result of limitations specified in this Agreement, it is being placed in an inequitable position in relation to a third country, the Government of the Federative Republic of Brazil may request consultations with the Government of the United States of America with a view to taking appropriate remedial actions such as reasonable modification of this Agreement.

17. For the duration of this Agreement, the Government of the United States of America shall not invoke the procedures of Article 3 of the Arrangement to request restraint on the export of cotton and man-made fiber textiles and textile products from Brazil to the United States. The Government of the United States of America and the Government of the Federative Republic of Brazil reserve their rights under the Arrangement with respect to textiles and textile products not subject to this Agreement.

18. The Federative Republic of Brazil shall administer its export control system under this Agreement. The Government of the United States of America may assist the Federative Republic of Brazil in implementing the provisions of this Agreement by controlling imports of textiles and textile products covered by this Agreement.

19. The visa system, effective on June 20, 1972, between the Government of the United States of America and the Government of the Federative Republic of Brazil will remain in force subject to paragraph 13, and will be extended to cover man-made fiber products covered by this Agreement.

20. The Government of the United States of America and the Government of the Federative Republic of Brazil agree to consult upon the request of the other on any question arising in the implementation of this Agreement.

21. The Government of the United States of America and the Government of the Federative Republic of Brazil may, at any time, propose revisions in the terms of this Agreement. Each agrees to consult promptly with the other about such proposals with a view to making such revisions to this Agreement, or taking such other appropriate action as may be mutually agreed upon.

22. Either Government may terminate this Agreement, effective at the end of any Agreement Period, by written notice to the other, to be given at least 90 days prior to the end of such Agreement Period.

If the foregoing conforms with the understanding of the Government of the Federative Republic of Brazil, this note and Your Excellency's note of confirmation on behalf of the Government of the Federative Republic of Brazil shall constitute an Agreement between our two Governments.

Accept, Excellency, the renewed assurances of my highest consideration.

For the Secretary of State:

E. Johnston [1]

[1] E. Johnston.

ANNEX A

Category	Description	Conversion Factor	Unit of Measure
YARN			
--Cotton			
300	Carded	4.6	Lb.
301	Combed	4.6	Lb.
--Man-made Fiber			
600	Textured	3.5	Lb.
601	Cont. cellulosic	5.2	Lb.
602	Cont. noncellulosic	11.6	Lb.
603	Spun cellulosic	3.4	Lb.
604	Spun noncellulosic	4.1	Lb.
605	Other yarns	3.5	Lb.
FABRIC			
--Cotton			
310	Ginghams	1.0	SYD
311	Velveteens	1.0	SYD
312	Corduroy	1.0	SYD
313	Sheeting	1.0	SYD
314	Broadcloth	1.0	SYD
315	Printcloths	1.0	SYD
316	Shirtings	1.0	SYD
317	Twills and Sateens	1.0	SYD
318	Yarn-dyed	1.0	SYD
319	Duck	1.0	SYD
320	Other Fabrics, n.k.	1.0	SYD

M and B = Men's and Boys'
W, G, and I = Women's, Girls', and Infants
n.k. = not Knit

Category	Description	Conversion Factor	Unit of Measure
--Man-Made fiber			
610	Cont. cellulosic, n.k.	1.0	SYD
611	Spun cellulosic, n.k.	1.0	SYD
612	Cont. noncellulosic, n.k.	1.0	SYD
613	Spun Noncellulosic, n.k.	1.0	SYD
614	Other fabrics, n.k.	1.0	SYD
625	Knit	7.8	Lb.
626	Pile and tufted	1.0	SYD
627	Specialty	7.8	Lb.
APPAREL			
--Cotton			
330	Handkerchiefs	1.7	Dz.
331	Gloves	3.5	DPR
332	Hosiery	4.6	DPR
333	Suit-type coats, M and B	36.2	Dz.
334	Other coats, M and B	41.3	Dz.
335	Coats, W, G and I	41.3	Dz.
336	Dresses (incl. uniforms)	45.3	Dz.
337	Playsuits, Sunsuits, Washsuits, Creepers	25.0	Dz.
338	Knit shirts, (inc. T-shirts, other and sweatshirts) M and B	7.2	Dz.
339	Knit shirts and blouses incl. T-Shirts, other sweatshirts) W, G and I	7.2	Dz.
340	Shirts, n.k.	24.0	Dz.
341	Blouses, n.k.	14.5	Dz.
342	Skirts	17.8	Dz.

Category	Description	Conversion Factor	Unit of Measure
345	Sweaters	36.8	Dz.
347	Trousers, slacks, and shorts (outer) M and B	17.8	Dz.
348	Trousers, slacks and shorts (outer) W, G and I	17.8	Dz.
349	Brassieres, etc.	4.8	Dz.
350	Dressing gowns, incl. bathrobes, and beach house coats, and dusters	51.0	Dz.
351	Pajamas and other nightwear	52.0	Dz.
352	Underwear (incl. union suits)	11.0	Dz.
353	Down feather-filled coats, jackets and vests, M and B	41.3	Dz.
354	Down feather-filled coats, jackets and vests, W, G and I	41.3	Dz.
359	Other apparel	4.6	Lbs.
--Man-made Fiber			
630	Handkerchiefs	1.7	Dz.
631	Gloves	3.5	DPR.
632	Hosiery	4.6	DPR.
633	Suit-type Coats, M and B	36.2	Dz.
634	Other Coats, M and B	41.3	Dz.
635	Coats, W, G and I	41.3	Dz.
636	Dresses	45.3	Dz.
637	Playsuits, Sunsuits, Washsuits, etc.	21.3	Dz.
638	Knit Shirts, (Incl. T-shirts), M and B	18.0	Dz.

Category	Description	Conversion Factor	Unit of Measure
639	Knit Shirts and blouses (Incl. T-shirts), W, G and I	15.0	Dz.
640	Shirts, n.k.	24.0	Dz.
641	Blouses, n.k.	14.5	Dz.
642	Skirts	17.8	Dz.
643	Suits, M and B	54.0	Dz.
644	Suits, W, G and I	54.0	Dz.
645	Sweaters, M and B	36.8	Dz.
646	Sweaters, W, G and I	36.8	Dz.
647	Trousers, slacks, and shorts (outer), M and B	17.8	Dz.
648	Trousers, slacks and shorts (outer), W, G and I	17.8	Dz.
649	Brassieres, etc.	4.8	Dz.
650	Dressing gowns, incl. bath and beach robes	51.0	Dz.
651	Pajamas and other night-wear	52.0	Dz.
652	Underwear	16.0	Dz.
653	Down feather-filled coats, jackets and vests, M and B	41.3	Dz.
654	Down feather-filled coats, jackets and vests, W, G and I	41.3	Dz.
659	Other Apparel	7.8	Lb.
MADE-UPS AND MISC.			
--Cotton			
360	Pillowcases	1.1	No.
361	Sheets	6.2	No.
362	Bedspreads and Quilts	6.2	No.
363	Terry and other pile towels	0.5	No.
369	Other cotton manufactures	4.6	Lb.

Category	Description	Conversion Factor	Unit of Measure
--Man-made Fiber			
665	Floor Coverings	0.1	SFT.
666	Other Furnishings	7.8	Lb.
669	Other man-made manufactures*	7.8	Lb.

* Excluding TSUSA Numbers 706.2045, 706.2700, 706.2840 and 706.2850 [Footnote in the original.]

Annex B

Category	Description	Unit	4/1/82 3/3/83	4/1/83 3/31/84	4/1/84 3/31/85
Aggregate		SYE	171,083,370	183,059,200	195,873,340
Group I	Cotton Yarn and Fabrics	SYE	133,564,990	142,914,530	152,918,540
313	Sheeting	SYD	24,500,000	26,215,000	28,050,050
317	Twill and Sateen	SYD	9,100,000	9,737,000	10,418,590
319	Duck	SYD	7,000,000	7,490,000	8,014,300
Group II	Apparel, Made-up Goods, and Miscellaneous Textiles Products of Cotton	SYE	37,518,380	40,144,670	42,954,800

TIAS 10369

ANNEX C

Designated Consultation Levels

Category	Description	Quantity
300/301	Yarn, Carded and Combed	33,000,000 SYE
314	Poplin and Broadcloth	1,500,000 SYE
315	Printcloth	12,000,000 SYE
318	Yarn-dyed Fabrics, n.e.s.	1,500,000 SYE
320	Woven Fabrics, Other	4,000,000 SYE
334	Other Coats, MB	2,000,000 SYE
335	Coats, WGI	2,000,000 SYE
337	Playsuits	2,300,000 SYE
339	Knit Shirts, Blouses, WGI	1,900,000 SYE
347	Trousers, MB	2,500,000 SYE
348	Trousers, WGI	2,100,000 SYE
350	Dressing Gowns	2,000,000 SYE
359	Other Cotton Apparel	1,000,000 SYE
363	Terry Towels	5,000,000 SYE
369 pt.	Other Cotton Manufactures	2,500,000 SYE
369 pt.	Floor Coverings	3,400,000 SYE
613	Fabric, Non-cellulosic, n.k.	5,000,000 SYE
614	Fabric, Other, n.k.	3,000,000 SYE

The Brazilian Ambassador to the Secretary of State

Washington, D.C., March 31 ,1982.

Excellency:

I have the honor to refer to your Note of March 31,1982, proposing an agreement relating to trade in cotton, and man-made fiber textiles and textile products between Brazil and the United States of America.

I confirm on behalf of the Government of the Federative Republic of Brazil that the proposal contained in your Note is acceptable to my Government, and that your Note and this Note in reply constitute an agreement between our two governments.

Accept, Excellency, the renewed assurances of my highest consideration.

Antonio F. Azeredo da Silveira
Ambassador of Brazil

The Honorable
Alexander M. Haig, Jr.
Secretary of State
Washington, D.C.

TIAS 10369

GPO 1985 46-573

10370

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10370

AVIATION

Transport Services

Agreement Between the
UNITED STATES OF AMERICA
and BARBADOS

Signed at Bridgetown April 8, 1982

with

Exchange of Letters

DEPOSITORY

S9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89-497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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BARBADOS

Aviation: Transport Services

Agreement signed at Bridgetown April 8, 1982;
Entered into force April 8, 1982.
With exchange of letters.

AIR TRANSPORT AGREEMENT
BETWEEN
THE GOVERNMENT OF BARBADOS
AND
THE GOVERNMENT OF THE UNITED STATES OF AMERICA

The Government of Barbados and the Government of the United States of America;

Desiring to promote an international air transport system based on competition among airlines in the marketplace with minimum governmental interference and regulation;

Desiring to facilitate the expansion of international air transport opportunities;

Desiring to make it possible for airlines to offer the traveling and shipping public a variety of service options at the lowest prices that are not predatory or discriminatory and do not represent abuse of a dominant position and wishing to encourage individual airlines to develop and implement innovative and competitive prices;

Desiring to ensure the highest degree of safety and security in international air transport and reaffirming their grave concern about acts or threats against the security of aircraft, which jeopardize the safety of persons or property, adversely affect the operation of air transportation, and undermine public confidence in the safety of civil aviation;

Being Parties to the Convention on International Civil Aviation opened for signature at Chicago on December 7, 1944;[1]

Desiring to conclude a new agreement covering all forms of air transportation to replace the Understanding on Air Transport Services effected by Exchange of Notes at Bridgetown dated on April 14 and 27, 1972, as amended;[2]

Have agreed as follows:

---

[1] TIAS 1591, 6605, 6681; 61 Stat. 1180; 19 UST 7693; 20 UST 718.
[2] TIAS 7363, 7998; 23 UST 940; 25 UST 3469.

ARTICLE 1

Definitions

For the purposes of this Agreement, unless otherwise stated, the term:

(a) "Aeronautical authorities" means, in the case of the United States, the Civil Aeronautics Board or the Department of Transportation, whichever has jurisdiction, or their successor agencies, and in the case of Barbados, the Minister responsible for civil aviation, or any person or body authorized to perform any functions at present exercisable by the said Minister or similar functions;

(b) "Agreement" means this Agreement, its Annexes, and any amendments thereto;

(c) "Air transportation" means any operation performed by aircraft for the public carriage of traffic in passengers, baggage, cargo and mail, separately or in combination, for remuneration or hire;

(d) "Convention" means the Convention on International Civil Aviation, opened for signature at Chicago on December 7, 1944, and includes:

(i) any amendment which has entered into force under Article 94(a) of the Convention and has been ratified by both parties, and

(ii) any Annex or any amendment thereto adopted under Article 90 of the convention, insofar as such Annex or amendment is at any given time effective for both parties;

(e) "Designated airline" means an airline designated and authorized in accordance with Article 3 of this Agreement;

(f) "Price" means:
(i) any fare, rate or tariff to be charged by airlines, or their agents, and the conditions governing the availability of such fare, rate or tariff;
(ii) the charges and conditions for services ancillary to carriage of traffic which are offered by airlines; and
(iii) amounts charged by airlines to air transportation intermediaries;
for the carriage of passengers (and their baggage) and/or cargo (excluding mail) in air transportation;

(g) "International air transportation" means an air transportation which passes through the air space over the territory of more than one State;

(h) "Stop for non-traffic purposes" means a landing for any purpose other than taking on or discharging passengers, baggage, cargo and mail in air transportation;

(i) "Territory" means the land areas under the sovereignty, jurisdiction, protection, or trusteeship of a Party, and the territorial waters adjacent thereto;

(j) "User charge" means a charge made to airlines for the provision of airport, air navigation or aviation security property or facilities; and

(k) "Full economic costs" means the direct cost of providing service plus a reasonable charge for administrative overhead.

ARTICLE 2

Grant of Rights

(1) Each Party grants to the other Party the following rights for the conduct of international air transportation by the airlines of the other Party:

(a) the right to fly across its territory without landing;

(b) the right to make stops in its territory for non-traffic purposes;

(c) the rights otherwise specified in this Agreement.

(2) Nothing in paragraph (1) of this article shall be deemed to grant the right for one Party's airlines to participate in air transportation between points in the territory of the other Party.

ARTICLE 3

Designation and Authorization

(1) Each Party shall have the right to designate as many airlines as it wishes to conduct international air transportation in accordance with this Agreement and to withdraw or alter such designations. Such designations shall be transmitted to the other Party in writing through diplomatic channels, and shall identify whether the airline is authorized to conduct the type of air transportation specified in Annex I or in Annex II or in both.

(2) On receipt of such a designation and of applications in the form and manner prescribed from the designated airline for operating authorizations and technical permissions, the other Party shall grant appropriate authorizations and permissions with minimum procedural delay, provided:

(a) substantial ownership and effective control of that airline are vested in the Party designating the airline, nationals of that Party, or both;

(b) the designated airline is qualified to meet the conditions prescribed under the laws and regulations normally applied to the operation of international air transportation by the Party considering the application or applications; and

(c) the Party designating the airline is maintaining and administering the standards set forth in Article 6 (Safety).

ARTICLE 4

Revocation of Authorization

(1) Each Party may revoke, suspend or limit the operating authorizations or technical permissions of an airline designated by the other Party where:

(a) substantial ownership and effective control of that airline are not vested in the other Party or the other Party's nationals;

(b) that airline has failed to comply with the laws and regulations referred to in Article 5 of this Agreement; or

(c) the other Party is not maintaining and administering the standards as set forth in Article 6 (Safety).

(2) Unless immediate action is essential to prevent further non-compliance with subparagraphs (1)(b) or (1)(c) of this Article, the rights established by this Article shall be exercised only after consultation with the other Party.

ARTICLE 5

Application of Laws

(1) While entering, within or leaving the territory of one Party, its laws and regulations relating to the operation and navigation of aircraft shall be complied with by the other Party's airlines.

(2) While entering, within or leaving the territory of one Party, its laws and regulations relating to the admission to or departure from its territory of passengers, crew or cargo on aircraft (including regulations relating to entry, clearance, aviation security, immigration, passports, customs and quarantine or, in the case of mail, postal regulations) shall be complied with by or on behalf of such passengers, crew or cargo of the other Party's airlines.

ARTICLE 6

Safety

(1) Each Party shall recognize as valid, for the purpose of operating the air transportation provided for in this Agreement, certificates of airworthiness, certificates of competency, and licenses issued or validated by the other Party and still in force, provided that the requirements for such certificates or licenses at least equal the minimum standards which may be established pursuant to the Convention. Each party may, however, refuse to recognize as valid for the purpose of flight above its own territory, certificates of competency and licenses granted to or validated for its own nationals by the other Party.

(2) Each Party may request consultations concerning the safety and security standards maintained by the other Party relating to aeronautical facilities, aircrew, aircraft, and operation of the designated airlines. If, following such consultations, one Party finds that the other Party does not effectively maintain and administer safety and security standards and requirements in these areas that at least equal the minimum standards which may be established pursuant to the Convention, the other Party shall be notified of such findings and the steps considered necessary to conform with these minimum standards; and the other Party shall take appropriate corrective action. Each Party reserves the right to withhold, revoke or limit the operating authorization or technical permission of an airline or airlines designated by the other Party in the event the other Party does not take such appropriate action within a reasonable time.

ARTICLE 7

Aviation Security

Each Party:

(1) reaffirms its commitment to act consistently with the provisions of the Convention on Offenses and Certain Other Acts Committed on Board Aircraft, signed at Tokyo on September 14, 1963,[1] the Convention for the Suppression of Unlawful Seizure of Aircraft, signed at The Hague on December 16, 1970,[2] and the Convention for the Suppression of Unlawful Acts Against the Safety of Civil Aviation, signed at Montreal on September 23, 1971;[3]

(2) shall require that operators of aircraft of its registry act consistently with applicable aviaton security provisions established by the International Civil Aviation Organization; and

(3) shall provide maximum aid to the other Party with a view to preventing unlawful seizure of aircraft, sabotage to aircraft, airports, and air navigation facilities, and threats to aviation security; give sympathetic consideration to any request from the other Party for special security measures for its aircraft or passengers to meet a particular threat; and, when incidents or threats of hijacking or sabotage against aircraft, airports or air navigation facilities occur, assist the other Party by facilitating communications intended to terminate such incidents rapidly and safely.

[1] TIAS 6768; 20 UST 2941.
[2] TIAS 7192; 22 UST 1641.
[3] TIAS 7570; 24 UST 564.

ARTICLE 8

Commercial Opportunities

(1) The airlines of one Party may establish offices in the territory of the other Party for the promotion and sale of air transportation.

(2) The designated airlines of one Party may, in accordance with the laws and regulations of the other Party relating to entry, residence and employment, bring in and maintain in the territory of the other Party managerial, sales, technical, operational and other specialist staff required for the provision of air transportation.

(3) Each designated airline may perform its own ground handling in the territory of the other Party ("self-handling") or, at its option, select among competing agents for such services. These rights shall be subject only to physical constraints resulting from considerations of airport safety. Where such considerations preclude self-handling, each Party shall take appropriate steps to assure that ground services shall be available on an equal basis to all airlines; charges shall be based on the costs of services provided; and such services shall be comparable to the kind and quality of services if self-handling were possible.

(4) Each airline of one Party may engage in the sale of air transportation in the territory of the other Party directly and, at the airline's discretion, through its agents, except as may be specifically provided for the protection of the consumer by the regulations of the country in which the traffic originates. Each airline may sell such transportation, and any person shall be free to purchase such transportation, in the currency of that territory or in freely convertible currencies.

(5) Each airline of one Party may convert and remit to its country, on demand, local revenues in excess of local expenditures. Conversion and remittance shall be permitted promptly without restrictions or taxation in respect thereof at the official rate of exchange or, where agreed, the rate of exchange applicable to current transactions and remittances.

ARTICLE 9

Customs Duties and Taxes

(1) On arriving in the territory of one Party, aircraft operated in international air transportation by the designated airlines of the other Party, their regular equipment, ground equipment, fuel, lubricants, consumable technical supplies, spare parts including engines, aircraft stores (including but not limited to such items as food, beverages and liquor, tobacco and other products destined for sale to or use by passengers in limited quantities during the flight), and other items intended for or used solely in connection with the operation or servicing of aircraft engaged in international air transportation shall be exempt, on the basis of reciprocity, from all import restrictions, property taxes and capital levies, customs duties, excise taxes, and similar fees and charges imposed by the national authorities, and not based on the cost of services provided, provided such equipment and supplies remain on board the aircraft.

(2) There shall also be exempt, on the basis of reciprocity, from the taxes, duties, fees and charges referred to in paragraph (1) of this Article, with the exception of charges based on the cost of the service provided:

(a) aircraft stores introduced into or supplied in the territory of a Party and taken on board, within reasonable limits, for use on outbound aircraft of a designated airline of the other Party engaged in international air transportation, even when these stores are to be used on a part of the journey performed over the territory of the Party in which they are taken on board;

(b) ground equipment and spare parts including engines introduced into the territory of a Party for the servicing, maintenance or repair of aircraft of a designated airline of the other Party used in international air transportation; and

(c) fuel, lubricants and consumable technical supplies introduced into or supplied in the territory of a Party for use in an aircraft of a designated airline of the other Party engaged in international air transportation, even when these supplies are to be used on a part of the journey performed over the territory of the Party in which they are taken on board.

(3) Equipment and supplies referred to in paragraphs (1) and (2) of this Article may be required to be kept under the supervision or control of the appropriate authorities.

(4) The exemptions provided for by this Article shall also be available where the designated airlines of one Party have contracted with another airline, which similarly enjoys such exemptions from the other Party, for the loan or transfer in the territory of the other Party of the items specified in paragraphs (1) and (2) of this Article.

(5) Each Party shall use its best efforts to secure for the designated airlines of the other Party, on the basis of reciprocity, an exemption from taxes, duties, charges and fees imposed by State, regional and local authorities on the items specified in paragraphs (1) and (2) of this Article, as well as from fuel through-put charges, in the circumstances described in this Article, except to the extent that the charges are based on the actual cost of providing the service.

ARTICLE 10

User Charges

(1) User charges imposed by the competent charging authorities on the airlines of the other Party shall be just, reasonable, and non-discriminatory.

(2) User charges imposed on the airlines of the other Party may reflect, but shall not exceed, an equitable portion of the full economic cost to the competent charging authorities of providing the airport, air navigation, and aviation security facilities and services. Facilities and services for which charges are made shall be provided on an efficient and economic basis. Reasonable notice shall be given prior to changes in user charges. Each Party shall encourage consultations between the competent charging authorities in its territory and airlines using the services and facilities, and shall encourage the competent charging authorities and the airlines to exchange such information as may be necessary.

ARTICLE 11

Fair Competition

(1) Each Party shall allow a fair and equal opportunity for the designated airlines of both Parties to compete in the international air transportation covered by this Agreement.

(2) Each Party shall take all appropriate action within its jurisdiction to eliminate all forms of discrimination or unfair competition practices adversely affecting the competitive position of the airlines of the other Party.

(3) Neither Party shall unilaterally limit the volume of traffic, frequency or regularity of service, or the aircraft type or types operated by the designated airlines of the other Party, except as may be required for customs, technical, operational or environmental reasons under uniform conditions consistent with Article 15 of the Convention.

(4) Neither Party shall impose on the other Party's designated airlines a first refusal requirement, uplift ratio, no-objection fee, or any other requirement with respect to the capacity, frequency or traffic which would be inconsistent with the purposes of this Agreement.

(5) Neither Party shall require the filing of schedules, programs for charter flights, or operational plans by airlines of the other Party for approval, except as may be required on a non-discriminatory basis to enforce uniform conditions as foreseen by paragraph (3) of this Article or as may be specifically authorized in an Annex to this Agreement. If a Party requires filings for information purposes, it shall minimize the administrative burdens of filing requirements and procedures on air transportation intermediaries and on designated airlines of the other Party.

ARTICLE 12

Pricing

(1) Each Party shall allow any airline of either Party to establish prices for air transportation based upon the needs and conditions of the marketplace. Neither Party shall take unilateral action to prevent the inauguration or continuation of any price proposed or charged by the air-

lines of either Party for international air transportation between the territories of the Parties unless such action is in accordance with the provisions herein. Intervention by the Parties shall be limited to:

(a) prevention of predatory or unreasonably discriminatory prices or practices;

(b) protection of consumers from prices that are unreasonably high or restrictive due to the abuse of a dominant position; and

(c) protection of airlines from prices that are artificially low because of direct or indirect governmental subsidy or support.

(2) Each Party may require notification to or filing with its aeronautical authorities of prices proposed to be charged by airlines of the other Party to or from its territory. Notification or filing by the airlines of both Parties may be required no more than 60 days before the proposed date of effectiveness. In individual cases, the Party receiving a notification or filing may permit shorter notice than normally required. Neither Party shall require the notification or filing by airlines of the other Party of prices charged by charterers to the public.

(3) A Party shall notify the other Party that it is dissatisfied with a price proposed or charged for services by an airline of the other Party for international air transportation between the territories of the Parties, or by an airline of the other Party for international air transportation between the territory of the first Party and a third country, including in both cases transportation on an interline or intra-line basis, if it believes that intervention would be consistent with the considerations set forth in paragraph (1) above. Within 30 days after receipt of a notice of dissatisfaction, either Party may request consultations which shall commence as soon as possible, and in no event later than 30 days after receipt of the request. In the case of a proposed price, such notice of dissatisfaction shall be given to the other Party within 30 days of receiving the notification or filing of the price, but in no case less than 15 days before the proposed effectiveness date. The Parties shall cooperate in securing information necessary for reasoned resolution of the issue.

(4) If the Parties reach agreement with respect to a price for which a notice of dissatisfaction has been given, each Party shall use its best efforts to put that agreement into effect.

(5)(A) If notice of dissatisfaction has been served with respect to a proposed price or to a price already being charged for services, but consultations either have not been requested within 30 days of receipt of the notice, or have not resulted in an agreement, then:

(i) unless both Parties agree otherwise, a passenger price will continue in effect or enter into effect on the proposed date of effectiveness if it is at least 40 percent but not more than 115 percent of the base normal economy fare in effect on the date the price is filed;

(ii) either Party may take action to prevent inauguration or continuation of a passenger price if such price does not meet the conditions specified in paragraph (5)(A)(i);

(B) The base normal economy fare referred to in paragraph (5)(A)(i) above is the lowest available fare for normal economy-class service filed for and permitted by the United States Civil Aeronautics Board to go into effect on or after October 1, 1979 for travel originating in the United States, for each U.S.-Barbados city-pair market, as adjusted for cost changes consistent with the Standard Foreign Fare Level computations published periodically by the United States Government.

(6) Neither Party may take unilateral action to prevent the inauguration or continuation of a cargo price proposed or charged by an airline of either Party for transportation between the territories of the Parties.

(7) Neither Party may take unilateral action to prevent the inauguration or continuation of a first class price or premium price proposed or charged by an airline of either Party for transportation between the territories of the Parties.

(8) Notwithstanding paragraphs (5) and (6) of this Article, each Party shall allow (a) any airline of either Party, and on the basis of reciprocity, any airline of a third country to meet a price proposed, charged or accepted in the marketplace for international air transportation between the territories of the Parties, and (b) any airline of one Party to meet a price proposed, charged or accepted in the marketplace for international air transportation between the territory of the other Party and a third country. As used herein, the term "meet" means the right to establish on a timely basis, using such expedited procedures as may be necessary, an identical or similar price

on a direct, interline or intra-line basis, notwithstanding differences in conditions, including but not limited to, those relating to routing, distance, roundtrip requirements, connections, type or conditions of service, aircraft configuration or type, or such price through a combination of prices.

ARTICLE 13

Consultations

Either Party may, at any time, request consultations relating to this Agreement. Such consultations shall begin at the earliest possible date, but not later than 60 days from the date the other Party receives the request unless otherwise agreed. Each Party shall prepare and present during such consultations relevant evidence in support of its position in order to facilitate informed, rational and economic decisions.

ARTICLE 14

Settlement of Disputes

(1) Any dispute arising under this Agreement which is not resolved by a first round of formal consultations, except those which may arise under paragraph (3) of Article 12 (Pricing), may be referred by agreement of the Parties for decision to some person or body. If the Parties do not so agree, the dispute shall at the request of either Party be submitted to arbitration in accordance with the procedures set forth below.

(2) Arbitration shall be by a tribunal of three arbitrators to be constituted as follows:

(a) within 30 days after the receipt of a request for arbitration, each Party shall name one arbitrator. Within 60 days after these two arbitrators have been named, they shall by agreement appoint a third arbitrator, who shall act as President of the arbitral tribunal;

(b) if either Party fails to name an arbitrator, or if the third arbitrator is not appointed in accordance with subparagraph (a) of this paragraph, either Party may request the President of the International Court of Justice to appoint the necessary arbitrator or arbitrators within 30 days. If the President is of the same nationality as one of the Parties, the most senior Vice President who is not disqualified on that ground shall make the appointment.

(3) Except as otherwise agreed, the arbitral tribunal shall determine the limits of its jurisdiction in accordance with this Agreement and shall establish its own procedure. At the direction of the tribunal or at the request of either of the Parties, a conference to determine the precise issues to be arbitrated and the specific procedures to be followed shall be held no later than 15 days after the tribunal is fully constituted.

(4) Except as otherwise agreed, each Party shall submit a memorandum within 45 days of the time the tribunal is fully constituted. Replies shall be due 60 days later. The tribunal shall hold a hearing at the request of either Party or at its discretion within 15 days after replies are due.

(5) The tribunal shall attempt to render a written decision within 30 days after completion of the hearing or, if no hearing is held, after the date both replies are submitted, whichever is sooner. The decision of the majority of the tribunal shall prevail.

(6) The Parties may submit requests for clarification of the decision within 15 days after it is rendered and any clarification given shall be issued within 15 days of such request.

(7) Each Party shall, consistent with its national law, give full effect to any decision or award of the arbitral tribunal.

(8) The expenses of the arbitral tribunal, including the fees and expenses of the arbitrators, shall be shared equally by the Parties. Any expenses incurred by the President of the International Court of Justice in connection with the procedures of paragraph (2)(b) of this Article shall be considered to be part of the expenses of the arbitral tribunal.

ARTICLE 15

Termination

Either Party may, at any given time give notice in writing to the other Party of its decision to terminate this Agreement. Such notice shall be sent simultaneously to the International Civil Aviation Organization. This Agreement shall terminate at midnight (at the place of receipt of notice to the other Party) immediately before the first anniversary of the date of receipt of the notice by the other Party, unless the notice is withdrawn by agreement before the end of this period.

ARTICLE 16

Multilateral Agreement

If a multilateral agreement, accepted by both Parties, concerning any matter covered by this Agreement enters into force, this Agreement shall be amended so as to conform with the provisions of the multilateral agreement.

ARTICLE 17

Registration with ICAO

This agreement and all amendments thereto shall be registered with the International Civil Aviation Organization.

ARTICLE 18

Entry into Force

This Agreement shall enter into force on the date of signature.

In witness whereof, the undersigned, being duly authorized by their respective Governments, have signed the present Agreement.

Done in duplicate at Bridgetown in the English language, this eighth day of April Nineteen hundred and eighty-two.

[1]

For the Government
of Barbados

[SEAL]

[2]

For the Government
of the United States
of America

[SEAL]

[1] Louis R. Tull.
[2] Walter J. Stoessel, Jr.

ANNEX I

Scheduled Air Service

Section 1

Airlines of one Party whose designation identifies this Annex shall, in accordance with the terms of their designation, be entitled to perform international air transportation (1) between points on the following routes, and (2) between points on such routes and points in third countries through points in the territory of the Party which has designated the airline.

A. Routes for the airline or airlines designated by the Government of the United States:

From the United States and its territories via intermediate points[1/] to points in Barbados and beyond to points[2/] outside of Barbados.

1/ For three years from the effective date of this Agreement, or less if the Government of Barbados so notifies the Government of the United States, United States designated airlines may not operate at Antigua, St. Kitts or St. Lucia with full traffic rights to and from Barbados.

2/ Unless otherwise agreed by the Governments of Barbados and the United States, United States designated airlines may not operate with full traffic rights between Barbados and any point in Africa located below 20 degrees south latitude.

B. Routes for the airline or airlines designated by the Government of Barbados:

From Barbados via Kingston, Jamaica, Antigua, St. Kitts and St. Lucia to four points[1/, 2/] in the United States.

1/ Upon the effective date of this Agreement, the Government of Barbados may select (a) two points from the following: Atlanta, Boston, Chicago, Washington/Baltimore; (b) one additional point. The Government of Barbados shall notify the Government of the United States of its selections in both (a) and (b) above not less than 60 days prior to the date proposed for initiation of service. Changes in the additional point selected may be made at intervals of not less than six months, with not less than 60 days notice to the Government of the United States.

2/ Three years after the effective date of this Agreement, or sooner, when the Government of Barbados grants United States designated airlines unrestricted intermediate rights on flights to Barbados, the Government of Barbados may select a fourth point. The Government of Barbados shall notify the Government of the United States of its selection not less than 60 days prior to the date proposed for the initiation of service. The Government of Barbados may change this point at intervals of not less than six months. It must notify the Government of the United States of each change not less than 60 days prior to the proposed initiation of service.

Section 2

Each designated airline may, on any or all flights and at its option, operate flights in either or both directions and without directional or geographic limitation, serve points on the routes in any order, and omit stops at any point or points outside the territory of the Party which has designated that airline, without loss of any right to carry traffic otherwise permissible under this Agreement.

Section 3

On any international segment or segments of the routes described in Section 1 above, a designated airline may perform international air transportation without any limitation as to change, at any point on the route, in type or number of aircraft operated, provided that in the outbound direction the transportation beyond such point is a continuation of the transportation from the territory of the Party which has designated the airline and, in the inbound direction, the transportation to the territory of the Party which has designated the airline is a continuation of the transportation beyond such point.

ANNEX II

Charter Air Service

Section 1

Airlines of one Party whose designation identifies this Annex shall, in accordance with the terms of their designation, be entitled to perform international air transportation to, from and through any point or points in the territory of the other Party, either directly or with stopovers en route, for one-way or roundtrip carriage of the following traffic:

(a) any traffic to or from a point or points in the territory of the Party which has designated the airline;

(b) any traffic to or from a point or points beyond the territory of the Party which has designated the airline and carried between the territory of that Party and such beyond point or points (i) in transportation other than under this Annex; or (ii) in transportation under this Annex with the traffic making a stopover of at least two consecutive nights in the territory of that Party.

Section 2

With regard to traffic originating in the territory of either Party, each airline performing air transportation under this Annex shall comply with such laws, regulations and rules of the Party in whose territory the traffic originates, whether on a one-way or roundtrip basis, as that Party now or hereafter specifies shall be applicable to such transportation. In addition, designated airlines of one Party may also operate charters with traffic originating in the territory of the other Party in compliance with the laws, regulations and rules of the first Party. When such regulations or rules of one Party apply more restrictive terms, conditions or limitations to one or more of its airlines, the designated airlines of the other Party shall be subject to the least restrictive of such terms, conditions or limitations. Moreover, if the aeronautical authorities of either Party promulgate regulations or rules which apply different conditions to different countries, each Party shall apply the least restrictive regulation or rule to the designated airlines of the other Party.

Section 3

Neither Party shall require a designated airline of the other Party, in respect of the carriage of traffic from the territory of that other Party on a one-way or roundtrip basis, to submit more than a declaration of conformity with the laws, regulations and rules of that other Party referred to under Section 2 of this Annex or of a waiver of these regulations or rules granted by the aeronautical authorities of that other Party.

[EXCHANGE OF LETTERS]

DEPARTMENT OF STATE

Washington, D.C. 20520

April 8, 1982

Dear Mr. Minister:

I have the honor to refer to the Air Transport Agreement signed this date between the United States of America and Barbados. I confirm that the following understandings relating to the Agreement were reached in the course of the negotiations held March 23-25, 1982, in Bridgetown:

(A) Air carriers designated by Barbados for services to the United States shall be entitled to coterminalize points in the United States which are selected by the Government of Barbados in accordance with the terms of the Agreement.

(B) Air carriers designated by Barbados will be allowed to commingle on the same aircraft traffic between Barbados and Montreal, Canada, with traffic between Barbados and U.S. points in the Barbados route schedule of the Agreement.

(C) Caribbean Air Cargo Company, Ltd. (CARICARGO) will be allowed to continue in non-scheduled air transportation of property and mail between, on the one hand, coterminal points Barbados and Trinidad and Tobago and, on the other hand, the four coterminal points San Juan, Puerto Rico, Miami, Florida, Houston, Texas, and New York, New York; via the intermediate points Antigua, Dominica, Grenada, Guadeloupe, Martinique, St. Kitts, St. Lucia, St. Maarten, St. Vincent, Tortola-Beef Island, B.V.I., and Kingston, Jamaica pursuant to its exemption from Section 402 of the Federal Aviation Act and subject to the Civil Aeronautics Board's rules and regulations.

Sincerely,

Walter J. Stoessel, Jr.

Walter J. Stoessel, Jr.
Deputy Secretary

The Honorable
Louis R. Tull,
Minister of Foreign Affairs of Barbados,
Bridgetown.

MINISTRY OF FOREIGN AFFAIRS,
MARINE HOUSE,
BARBADOS.

No... 3032/12/39 Vol.VII

In replying the above number and date of this letter should be quoted.

Date April 8, 1982

Sir,

I refer to your letter of this date concerning the Air Transport Agreement between Barbados and the United States of America. I also confirm that the following understandings relating to the Agreement were reached in the course of the negotiations held March 23-25, 1982, in Bridgetown:

(A) Air carriers designated by Barbados for services to the United States shall be entitled to coterminalize points in the United States which are selected by the Government of Barbados in accordance with the terms of the Agreement.

(B) Air carriers designated by Barbados will be allowed to commingle on the same aircraft traffic between Barbados and Montreal, Canada, with traffic between Barbados and U.S. points in the Barbados route schedule of the Agreement.

(C) Caribbean Air Cargo Company, Ltd. (CARICARGO) will be allowed to continue in non-scheduled air transportation of property and mail between, on the one hand, coterminal points Barbados and Trinidad and Tobago and, on the other hand, the four coterminal points San Juan, Puerto Rico, Miami, Florida, Houston, Texas, and New York, New York; via the intermediate points Antigua, Dominica, Grenada, Guadeloupe, Martinique, St. Kitts, St. Lucia, St. Maarten, St. Vincent, Tortola-Beef Island, B.V.I., and Kingston, Jamaica pursuant to its exemption from Section 402 of the Federal Aviation Act and subject to the Civil Aeronautics Board's rules and regulations.

Sincerely,

Louis R. Tull
Minister

Mr. Walter J. Stoessel, Jr.
Deputy Secretary of State,
Department of State,
Washington, D.C.

GPO 1985 46-574(12800)

0371

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Landsat Data

Memorandum of Understanding
Between the
UNITED STATES OF AMERICA
and the EUROPEAN SPACE AGENCY

Signed at Paris October 7, 1978

and

Extending Agreement
Effected by Exchange of Letters
Signed at Washington and Paris June 17, 1982

9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89-497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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Washington, D.C. 20402

EUROPEAN SPACE AGENCY

Remote Sensing: Landsat Data

Memorandum of understanding signed at Paris October 7, 1978;
Entered into force October 7, 1978;
Effective May 9, 1978.
And extending agreement
Effected by exchange of letters
Signed at Washington and Paris June 17, 1982;
Entered into force June 17, 1982.

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE EUROPEAN SPACE AGENCY
AND THE
UNITED STATES NATIONAL AERONAUTICS AND SPACE ADMINISTRATION

The United States National Aeronautics and Space Administration (NASA) and the European Space Research Organisation, established by the Convention opened for signature in Paris on 14 June 1962 [1] and conducting its activities since 31 May 1975 under the name of the European Space Agency (ESA), recognizing:

- that NASA conducts an experimental Landsat earth resources satellite program and that NASA, under certain conditions, provides for direct reception of data from these satellites by stations operated outside the United States, and

- that ESA has established the EARTHNET System for the reception, pre-processing, archiving and dissemination of data from earth resources observation satellites, and affirms that it has concluded appropriate agreements with Telespazio of Italy and the Swedish Board for Space Activities, under authority given to it by its member States including Italy and Sweden, for the operation of Landsat ground stations in Fucino (Italy) and Kiruna (Sweden),

have decided to enter into this Memorandum of Understanding which, subject to the following terms and conditions, provides for (a) direct access to NASA's currently operating and future experimental Landsat satellites by the EARTHNET System and (b) making available to NASA and others Landsat data acquired by the ground stations of this System.

1. For its part, ESA will use its best efforts to:

   (a) set up and operate, under its authority, EARTHNET System, including the above-mentioned ground stations at Fucino (Italy) and Kiruna (Sweden), for the reception, pre-processing, archiving and dissemination of in particular Landsat data, at its own cost including the cost of the necessary communication links with the NASA Landsat Operations Control Center/NASA Data Processing Facility (OCC/NDPF) at the Goddard Space Flight Center;

[1] 528 UNTS 33.

(b) produce computer compatible tapes and image products;

(c) ensure, in conformance with the US Landsat data dissemination practices, unrestricted public availability of all Landsat data of areas within the EARTHNET coverage zone at a fair and reasonable charge, and in a non-discriminatory manner;

(d) ensure the provision of pre-processed Landsat data (imagery and digital products) to NASA-selected Principal Investigators whose test sites are in the EARTHNET coverage zone, for the period of coverage envisaged and under the same conditions as NASA applies to them;

(e) provide to NASA, on terms to be agreed mutually, reasonable support in a spacecraft emergency condition, such as the provision of duplicate station tapes or high density digital tapes should the Landsat on-board tape recorders fail;

(f) provide to NASA and the US EROS Data Center on a monthly, cost-free basis catalogue listings of Landsat data acquired by the EARTHNET System. Catalogue listings of all Landsat stations will also be made publicly available;

(g) make available to NASA on request, for US Agencies' experimental purposes, on a cost-free basis and in reasonable quantities, copies of Landsat data acquired and pre-processed by the EARTHNET System.

2. For its part, NASA will use its best efforts to:

(a) program Landsats-2 and -3 and any subsequent experimental NASA Landsat type satellites to acquire and transmit data of areas accessible for direct read-out at the EARTHNET ground stations with a view to ensuring regular coverage of the EARTHNET coverage zone commensurate with the Landsat repeat cycle. Details of this programming will be subject to mutual agreement by the designated technical representatives of the parties;

(b) provide the EARTHNET ground stations with orbital elements for calculating the antenna pointing angles necessary to acquire the Landsat transmitted signals, and for processing the data acquired;

(c) process, on a time available basis, as agreed by the designated technical representatives, a limited number of data tapes for initial evaluation and calibration of station performance;

(d) make available to ESA for comparison purposes, a limited number of NASA data tapes covering selected portions (as defined by ESA) of the EARTHNET coverage zone.

3. ESA and NASA will each designate technical representatives to be responsible for coordinating the agreed functions and responsibilities of each party with the other. The technical representatives, and their deputies, and advisors as mutually agreed, will participate in meetings of the Landsat Ground Station Operations Working Group. This Working Group, established by NASA, meets every six months and serves as a forum for exchange of technical information among station operators. Supplemental meetings between ESA and NASA will be held as mutually agreed.

4. The following additional understandings are confirmed:

(a) ESA will, in cooperation with the responsible national and international authorities, take appropriate measures so that any radio frequency problem occurring in relation to Landsat data reception within the EARTHNET coverage zone is resolved to the satisfaction of the parties to this Memorandum of Understanding. In this context, it is noted that provisions of the International Telecommunications Union's Radio Regulations require that radio frequencies for future operational Landsat-type satellites will differ from those currently used for experimental satellites.

(b) It is understood that the NASA Landsat Program is experimental in character and, therefore, subject to change in accordance with modifications in technical requirements and opportunities, and that at the date of this Memorandum of Understanding, NASA cannot make a firm commitment regarding the launching of future Landsat-type satellites. NASA, however, undertakes to keep ESA informed in good time of any modifications to the satellite design or to its plans for the Landsat series of satellites which may affect the implementation of this Memorandum of Understanding.

(c) NASA and ESA will exchange, upon request, such technical information including software programs as may be mutually agreed to be necessary for the implementation of this Memorandum of Understanding and is consistent with the applicable export regulations.

(d) NASA and ESA may each release public information regarding their own activities under this Memorandum of Understanding and, insofar as the participation of the other party is concerned, after suitable consultation.

(e) NASA and ESA will use their best efforts to arrange for free customs clearance for equipment required for the execution of this Memorandum of Understanding.

(f) The responsibility for spacecraft control, health and status will remain with NASA throughout the execution of this Memorandum of Understanding.

(g) When the expected coverage of a prospective Landsat ground station overlaps with that of the EARTHNET Landsat stations, NASA will inform ESA and will advise the prospective station operator of this ESA/NASA Memorandum of Understanding which provides for the unrestricted public availability of data of areas within range of the EARTHNET stations at a fair and reasonable charge. Should the prospective station operator choose to pursue plans for a station with substantially overlapping coverage, NASA will encourage the prospective station operator and ESA to consult with a view toward reaching a mutually satisfactory understanding on responding to requests for data of the overlapping coverage area.

(h) The US EROS Data Center will include with all responses to requests for Landsat data acquired in the EARTHNET coverage zone, a statement noting that ESA should have available more recent and/or more complete Landsat coverage. In the event that the EROS Data Center receives requests for specific Landsat scenes, products or for specific information on their holdings, EROS will, in accordance with US Freedom of Information laws, provide the data and/or information requested.

5. It is understood that the ability of ESA and NASA to carry out their responsibilities under this Memorandum of Understanding is subject to the availability of appropriated funds.

6. In consideration of the costs NASA is bearing for the Landsat space segment, ESA will pay to NASA the sum of $200,000 per annum for each EARTHNET Landsat ground station payable quarterly at the end of each quarter.

This rate is expected to remain in effect until January 1, 1979 after which NASA may, after consultation with operating agencies, revise the rate and arrangements for cost sharing. Such revised cost sharing arrangements will be applied to all non-US Landsat stations on an equitable basis.

7. The terms of this Memorandum of Understanding may be modified at any time with the express written consent of both parties.

8. (a) Any disputes as to the interpretation or implementation of the terms of this Memorandum of Understanding shall be referred to the NASA Administrator and the Director General of ESA for settlement.

(b) Should the NASA Administrator and the ESA Director General be unable to resolve such disputes, they will be submitted to such other form of resolution or arbitration as they may agree.

9. ESA will take the lead in harmonizing, to the satisfaction of all concerned, any previous Landsat ground station agreements concluded between NASA and the entities who take part in EARTHNET with this Memorandum of Understanding.

10. Subject to its signature by the representatives of ESA and NASA, this Memorandum of Understanding shall enter into force on May 9, 1978 and shall continue in force for four years, subject to extension as may be agreed between ESA and NASA.

[1]

For the European Space Agency

7 October 1978
Date

[2]

For the National Aeronautics and Space Administration

7 October 1978
Date

[1] R. Gibson.
[2] Robert A. Frosch

[EXTENDING AGREEMENT]

The Administrator of the National Aeronautics and Space Administration to the Director General of the European Space Agency

NASA

National Aeronautics and
Space Administration

Washington, D.C.
20546

Office of the Administrator

JUN 17 1982

Mr. Erik Quistgaard
Director-General
European Space Agency
8-10, rue Mario Nikis
75738 Paris Cedex 15
FRANCE

Dear Erik:

I am writing to propose an extension of NASA's Memorandum of Understanding with the European Space Agency for reception of experimental Landsat data at the Fucino, Italy and Kiruna, Sweden Earthnet stations. The Memorandum of Understanding entered into force for a period of four years commencing May 9, 1978. It is subject to extension by the agreement of ESA and NASA.

As you already know, the U.S. has begun planning for an operational land remote sensing satellite system to follow the current NASA experimental Landsat program. Current plans call for the phased transfer from NASA to the National Oceanic and Atmospheric Administration (NOAA) of the Landsat-D and D' system with NOAA interim management until establishment of a private sector system authorized by the U.S. Government. Landsat ground station operators will be kept informed by the U.S. Government of plans for transfer of the Landsat-D system from NASA, for direct reception of sensor data during the period of NOAA interim management, for data pricing structure and for establishment of the private sector system. It is understood that NOAA plans to conclude agreements for direct reception by foreign ground stations of MSS data prior to the transfer of the Landsat-D MSS System from NASA. Arrangements will also be negotiated to provide ESA Earthnet ground stations access to NASA's experimental TM sensor.

Taking into account such planning, NASA would therefore propose an extension of the present ESA/NASA MOU for Landsat reception to remain in effect until the turnover of Landsat operations from NASA or until September 30, 1983, whichever

comes first. If this proposal is acceptable to ESA, we propose that this letter, together with your affirmative response, constitutes an agreement extending the present ESA/NASA MOU for Landsat data reception.

Sincerely,

James M. Beggs
Administrator

The Director General of the European Space Agency to the Administrator of the National Aeronautics and Space Administration

esa

european space agency
agence spatiale européenne

JUR/16.7/WMT/5486

Mr. J.M. Beggs
NASA Administrator
NASA
Washington D.C. 20764
U.S.A.

17 June 1982

Dear Jim

I acknowledge receipt of your letter concerning the extension of the Memorandum of Understanding between NASA and ESA for reception of experimental LANDSAT data, which reads as follows:

[For the text of the U.S. letter, see pp. 7-8.]

I have the honour to confirm that ESA agrees to the foregoing and also to your proposal that your letter, together with my reply, constitutes an agreement extending the present ESA/NASA MOU for LANDSAT data reception.

Yours sincerely,

E. Quistgaard

E. Quistgaard
Director General

GPO 1985 46-575(12800)

10372

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10372

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AGRICULTURAL COMMODITIES

Agreement Between the
UNITED STATES OF AMERICA
and MAURITIUS

Signed at Port Louis April 8, 1982

with

Minutes of Negotiation

S 9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89-497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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Washington, D.C. 20402

MAURITIUS

Agricultural Commodities

Agreement signed at Port Louis April 8, 1982;
Entered into force April 8, 1982.
With minutes of negotiation.

AGREEMENT BETWEEN THE GOVERNMENT OF THE
UNITED STATES OF AMERICA
AND THE GOVERNMENT OF MAURITIUS
FOR THE SALE OF AGRICULTURAL COMMODITIES

The Government of the United States of America and the Government of Mauritius agree to the sale of agricultural commodities specified below. This Agreement shall consist of the Preamble, Parts I and III of the June 29 1979 Agreement[1] together with the following Part II.

Part II PARTICULAR PROVISION:

Item I. Commodity Table

COMMODITY	SUPPLY PERIOD (US FISCAL YEAR)	APPROXIMATE MAXIMUM QUANTITY (METRIC TONS)	MAXIMUM EXPORT MARKET VALUE (MILLIONS)
RICE	1982	7,200	DOLS 2.2
WHEAT FLOUR	1982	5,100	DOLS.1.3
TOTAL			DOLS 3.5

Item II. Payment Terms:

Dollar Credit (DC)-Twenty (20) years

(A) Initial payment - Five (5) percent;

(B) Currency use payment purposes - five (5) percent for Section 104(A).

(C) Number of installment payments - nineteen (19);

(D) Amount of each installment payment - Approximately equal annual amounts;

(E) Due date of first installment payment - two (2) years after date of last delivery of commodities in each calendar year;

(F) Initial interest rate - three (3) percent;

(G) Continuing interest rate - four (4) percent.

[1] TIAS 9541; 30 UST 6080.

Item III. Usual Marketing Table:

COMMODITY	IMPORT PERIOD (US FISCAL YEAR)	USUAL MARKETING REQUIREMENTS (METRIC TONS)
RICE	1982	60,000
WHEAT/WHEAT FLOUR (GRAIN EQUIVALENT BASIS)	1982	63,000

Item IV. Export Limitations:

(A) The Export Limitation Period: The export limitation period shall be the United States Fiscal Year 1982 or any subsequent United States Fiscal Year during which commodities financed under this agreement are being imported or utilized.

(B) Commodities to which Export Limitations apply: For the purpose of Part I, article III (A) (4) of this Agreement, the commodities which may not be exported are: For rice--rice in the form of paddy, brown or milled; and for wheat/wheat flour --wheat, wheat flour, rolled wheat, semolina, farina, bulgar (or the same products under different names).

Item V. Self-Help Measures:

(A) The Government of Mauritius agrees to undertake self-help measures to improve the production, storage, and distribution of agricultural commodities. The following self-help measures shall be implemented to contribute directly to the development progress in poor rural areas and enable the poor to participate actively in increasing agricultural production through small farm agriculture.

(B) The Government of Mauritius agrees to undertake the following activities and in doing so to provide adequate financial, technical and managerial resources for their implementation:

(1) Continue to maintain a national policy of agricultural diversification following the Plan of Action adopted for the Development Plan for 1980-82.

(2) Address the identified constraints which are partly responsible for delaying a sustained program of food-crop production through specific studies in support of policy determinations to include inter alia:

(a) Continue to conclusion the on-going cataloging of fields under cane production to include data regarding physical and chemical soil characteristics, environmental conditions, suitability of growth of diverse crops, etc.

(b) Develop viable proposals for improvement to irrigation facilities in the western coast area, for example La Chaumiere;

(c) Continue the study of the constraints to diversification recommending appropriate action steps to be taken especially through the Agricultural Marketing Board and Extension Service of the Ministry of Agriculture to encourage support of private sector's initiatives in food-crop production.

(3) To assist in overcoming the constraints in effecting rapid diversification without deterioration of sugar production, the following activities will be undertaken to enhance policy decisions as well as provide producer incentives:

(a) Initiate action to make land available to small farmers for purchase and/or rent of land for short and/or long term use for food-crop production;

(b) Continue to grant Development Certificates extended to individuals and/or entities engaged in agricultural diversion. Holders of Certificates would be provided incentives such as:

(I) Tax Relief;

(II) Duty exemption on agricultural machinery, and equipment;

(III) Loans at preferential rates

(4) Implement further efforts to promote production, storage and marketing of food-crops within both the private as well as public sector through such efforts as guaranteed floor prices on a wider range of food-crops. Encouragement of producer operated marketing cooperatives, and expanding public markets to smaller communities where greater numbers of producer groups may participate.

(5) Continue to strengthen the national integrated food strategy through improving participation by both public and private sector in selected committees which will be responsible to: Review progress in specific areas of diversification; recommend measures for corrective action if necessary; monitor implementation of approved plans/projects; and strengthen strategies for food-crop production.

(6) Where possible, sales proceeds generated under the Title I program, will be used to support food for work activities with emphasis on rural initiatives which will impact upon agricultural production, marketing and distribution.

Item VI. Economic Development Purposes For Which Proceeds Accruing To Importing Country Are To Be Used:

A. The proceeds accruing to the Government of Mauritius from the sale of commodities financed under this Agreement will be used for financing the self-help measures set forth in the Agreement and for development in the agriculture and rural development sectors, in a manner designed to increase the access of the poor in Mauritius to an adequate, nutritious, and stable food supply.

B. In the use of proceeds for these purposes emphasis will be placed on directly improving the lives of the poorest of the Mauritian people and their capacity to participate in the development of their country, particularly on the island of Rodrigues and other lower income areas of the country.

In witness whereof, the respective representatives, duly authorized for the purpose, have signed the present agreement. Done at Port Louis in duplicate this 8 day of April , 1982

FOR THE GOVERNMENT OF MAURITIUS	FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA
BY: Sir Veerasamy Ringadoo	BY: Robert C. F. Gord[illegible]
TITLE: Minister of Finance	TITLE: America[illegible]bassador
SIGNATURE: [signature]	SIGNATURE: [signature]

MINUTES OF THE NEGOTIATING MEETING
BETWEEN THE PARTIES TO THE PROPOSED
PL 480 TITLE I[1] FY 1982 AGRICULTURAL COMMODITY
SALES AGREEMENT

Date: 9 March 1982, 1100 hours

Place: Ministry of Finance, Port Louis, Mauritius

Participating:

For the Government of Mauritius

Mr. Haniff Ramdin	Acting Financial Secretary Ministry of Finance
Mr. R. Maugendre	Permanent Secretary Ministry of Commerce & Industry
Mr. D. Manna	Principal Assistant Secretary Ministry of Finance
Mr. P. Ujoodha	Economist Ministry of Economic Planning & Development

For the Government of the United States of America

Mr. Peters Strong	Regional PL 480 Officer, U.S. Regional Economic Development Service Office, Nairobi
Mr. Michael D'Andrea	Economic and Commercial Officer American Embassy, Port Louis

[1] 68 Stat. 455; 7 U.S.C. § 1701 *et seq.*

The Mauritian Negotiating team reviewed the draft of the proposed U.S. FY 82 PL-480 Title I Sales Agreement and, with the exception of non-substantive language of the text of Item V which the American Negotiating team agreed to seek authority to change in the final document, had no objection to Part II, Item II through Item VI.

The Mauritian Negotiating team reviewed the discussion points as presented by the American Negotiating team and have agreed that the following, which represents a summary in part of specific points, be included in these minutes:

A. The Government of the United States insists that in the use of the resources made available through this agreement that 1) specific emphasis should be placed upon the implementation of the self-help measures of the agreement so as to contribute directly to development progress in the rural areas and enable the poor to participate actively in increasing agricultural production through small farm agriculture; and 2) the use of the sales proceeds will be for purposes which directly improve the lives of the poorest people and their capacity to participate in the development of their own country. Particular attention is to be given to assisting small farmers by providing incentives to increase food production.

B. The Government of Mauritius accepts responsibility for (a) quarterly compliance reporting on progress in meeting the usual marketing requirements (UMR) of the agreement; (b) arrival and shipping information reporting; (c) progress reports on implementing self-help measures (reports to be submitted to American Embassy not later than 15 November); and (d) report the use of sales proceeds.

C. The Government of Mauritius is advised that at least 50 percent of commodities purchased under the proposed Agreement must be moved in U.S. flag vessels if available at fair and reasonable rates.

D. The Government of Mauritius is reminded by the American Negotiating team that under current U.S. regulatory and legislative requirements:

1. Commodities will be made available under the proposed agreement only after the U.S. Secretary of Agriculture has determined that (1) adequate storage facilities are available in the recipient country at the time of exportation to prevent spoilage or waste of the commodity, and (2) the distribution of the commodity in the recipient country will not result in a substantial disincentive to or interference with domestic production or marketing.

2. Following signing of the Agreement, the Government of Mauritius, through its Embassy in Washington, is to act expeditiously to request a Purchase Authorization (PA) from the U.S. Department of Agriculture (USDA).

3. Purchase of food commodities under the Agreement must be made on the basis of Invitations for Bids (IFB's) and on the basis of bids (offers) which must conform to the IFB. Bids must be received and publicly opened in the United States. All awards under IFB's must be consistent with open, competitive, and responsive bid procedures.

4. Terms of all IFB's (including IFB's for ocean freight) must be approved by the General Sales Manager FAS, USDA, prior to issuance. If the Government of Mauritius nominates a purchasing or shipping agent to procure commodities or arrange ocean transportation under the Agreement they must notify the General Sales Manager, Foreign Agriculture Service/EC, U.S. Department of Agriculture, in writing, of such nomination and provide a copy of the proposed agency Agreement. All purchasing and shipping agents must be approved by the Foreign Agriculture Service (FAS) in accordance with regulatory standards designed to eliminate certain potential conflicts of interest.

The American Negotiating team explained that a requirement of the FY82 Agreement is the attainment of greater specificity and measurability, e.g. the use of specific commitments or targets as a means to measure the extent to which policy, economic development and self-help measures have been carried out under this agreement. The Mauritian Negotiating Team responded with the specifics or benchmarks involved in fulfilling the developmental objectives of the Agreement. The Mauritian Negotiating Team explained that in setting these targets or benchmarks certain basic assumptions were made regarding the continued validity of established overall government fiscal and other policies as well as continued availability of budgeted governmental and donor resources:

1. Cataloging of fields will be 80 percent completed within next 12 months.

2. Resolution of the principal constraint (land ownership) to development of Western Coast irrigation which involves the transfer of benefits of irrigation facilities to be developed to maximum number of small farmers.

3. A) The Agricultural Marketing Board (AMB) will construct a modern

food crop storage facility of approximately 300MT in Rodrigues.

B) The AMB will complete project proposals for two modern regional food crop storage facilities of 2,000 sq. ft. each; one in Triolet and second in Rose Belle area.

C) Ministry of Agriculture will provide specialized advanced overseas training opportunity to approximately 10 percent of the technical staff of the Extension Service.

4. All unutilized and under-utilized crown and other land will be identified and categorized within next 12 months as being suitable for food production and livestock raising and delineated for lease to small farmers.

5. Based upon past experience Ministry of Agriculture expects to receive and examine 30 applications for Agricultural Development Certificates.

6. A) AMB will extend floor price guarantees to private sector producers of beans and selected spices.

B) AMB in collaboration with the technical service of the Ministry of Agriculture will continue comprehensive studies regarding suitable vegetable varieties and advance recommendations regarding most suitable onion varieties to meet local growing and storage conditions.

C) Pork production will be increased through expanded producer cooperative efforts to attain self-sufficiency by end of 1983.

7. Procedures will be determined for sub-committees to report to the High Powered Committee which will meet quarterly and make recommendations regarding the Plan of Action on Food Production and issue action directives to executing agencies.

Negotiators for the Government of Mauritius explained that:

A. The actual receiving, storage and distribution points and channels for rice and wheat flour under this agreement. Prices, independent of landed costs, to wholesalers, retailers and consumer are fixed, publicly posted and universally known to all consumers. The Government of Mauritius will be responsible for the import and primary storage of rice and wheat flour under the agreement. Private wholesale and retail merchants market rice imported by the Government. Private importers may also obtain rice import licenses and compete with government sales. However, the

Government of Mauritius is responsible for providing an adequate daily supply of rice to the total population at reasonable prices within the range of the lowest income group including the people of Rodrigues. The Government of Mauritius through its Ministry of Price and Consumer Protection and Office of Supply assure adherence to established price and distribution procedures. A sophisticated computerized data processing system assists in monitoring rice and flour allocations which together with other controls eliminates potentials for rice and flour marketing outside of established channels. Fines and other penalties are imposed for violations.

B. Appropriate offices of the Government would expeditiously relay to its Embassy in Washington 1) all instructions, information and authority necessary to enable timely implementation of the agreement, including commodity specifications, 2) contracting and delivery periods, 3) names and addresses of banks handling transactions, 4) authority to request and sign purchase authorizations and other necessary documents, 5) complete instructions regarding arrangements for purchasing and/or shipping agents, if applicable, and 6) instructions to contact the Program Operations Division, Office of the General Sales Manager, U.S. Department of Agriculture, regarding the foregoing.

The negotiators for the Government of Mauritius assured that operable letters of credit for both commodity and freight will be opened and confirmed by designated U.S. banks immediately after contracting under each PA and before vessels arrive at loading port.

Initialled:

For the Government of Mauritius

Date April 8, 1982

Sir Veerasamy Ringadoo, Minister of Finance

For the Government of the United States of America

Date April 8, 1982

Robert [illegible] Gordon, American Ambassador

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10376

DEFENSE

Host Nation Support

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Agreement Between the
UNITED STATES OF AMERICA
and the FEDERAL REPUBLIC OF
GERMANY

Signed at Bonn April 15, 1982

S 9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89-497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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Washington, D.C. 20402

FEDERAL REPUBLIC OF GERMANY

Defense: Host Nation Support

Agreement signed at Bonn April 15, 1982;
Entered into force April 15, 1982.

READEX FICHE best copy available

Agreement

between

the Government of the United States of America

and

the Government of the Federal Republic of Germany

concerning

Host Nation Support during Crisis or War

The Government of the United States of America

and

the Government of the Federal Republic of Germany -

conscious of their obligations under the North Atlantic Treaty of April 4, 1949,[1]

convinced that the defense capabilities of the North Atlantic Alliance will be enhanced by Host Nation Support during times of crisis or war,

realizing that such support must, to the extent possible, be tested and exercised during peacetime,

and

under the provisions of the Agreement between the Parties to the North Atlantic Treaty Regarding the Status of their Forces (NATO SOFA) of June 19, 1951[2] and the Agreement to supplement the Agreement between the Parties to the North Atlantic Treaty Regarding the Status of their Forces with respect to foreign forces stationed in the Federal Republic of Germany (Supplementary Agreement) of August 3, 1959,[3]

have agreed as follows:

Article 1
Type and Extent of United States Reinforcements, Period of Deployment

In times of crisis or war, the Government of the United States of America in agreement with the Government of the Federal Republic

[1] TIAS 1964; 63 Stat. 2241.
[2] TIAS 2846; 4 UST 1792.
[3] TIAS 5351; 14 UST 531.

of Germany intends to reinforce its four divisions and associated flying squadrons stationed in the Federal Republic of Germany by an additional six armored, mechanized, and infantry divisions and associated flying squadrons within ten days in order to provide on the day on which combat operations commence or are expected to commence as far as possible ten divisions and associated flying squadrons in the Federal Republic of Germany for successful forward defense. For purposes of this Agreement, the Contracting Parties jointly will determine when a crisis or war occurs. The deployment of such forces will be the subject of consultations between the Contracting Parties and NATO in accordance with Articles 3 and 5 of the North Atlantic Treaty of April 4, 1949.

Article 2

Type and Extent of German Support

In order to facilitate the support of reinforced Armed Forces of the United States of America and their civilian component in the Federal Republic of Germany, the Government of the Federal Republic of Germany intends, subject to technical agreements to be concluded between the Department of Defense of the United States of America and the Federal Ministry of Defense of the Federal Republic of Germany, based on appropriate feasibility studies, to render the Government of the United States of America during times of crisis or war:

1.
Military support through Federal Armed Forces units as described in Annex 1. In peacetime, these units will generally be equipment-holding units which will be activated during times of crisis or war to an approximate strength of 90,000 (estimated), including command, logistic, and training organizations required therefor. This support will include:

a. Security of United States Air Force facilities;
b. Support of United States Air Force elements at collocated operating bases;
c. Airfield repair;
d. Security of United States Army facilities;
e. Transport, transshipment, and resupply services;
f. Evacuation of casualties;
g. Prisoner of war handling;
h. Decontamination of personnel and equipment;
i. Integration of members of the Labor Service of the United States forces stationed in the Federal Republic of Germany, who are under military service obligation in the Federal Republic of Germany, into Federal Armed Forces units activated to support the United States forces.

2.
Civilian support by providing:

a. Transport of personnel, materiel, ammunition, and petroleum, oil and lubricants by rail, road, and waterways;
b. Maintenance and repair services as well as other services, including material handling;
c. Subscriber telephone and teletype equipment;
d. Facilities for wartime stationing;
e. Expendable supplies, and food supplies;
f. Cooperation in meeting the requirements for civilian labor;
g. Exemption from military service for the civilian workforce of the United States forces and of contractors supporting the United States forces;
h. Materiel mobilization augmentation (vehicles, construction and depot equipment).

Article 3
Costs

The costs for support, including the costs for the necessary preparations, based on the cost categories as described in Annex 2, will be shared between both governments, subject to enabling legislation and the availability of funds.

In this connection, the Government of the Federal Republic of Germany will bear the personnel expenses and personal equipment costs of the required Federal Armed Forces units, as well as the materiel investment costs for the military command, logistic, and training organizations of the Federal Armed Forces.

The Government of the United States of America will bear the costs of the materiel investments, to the extent that they are not incurred in connection with the military command, logistic, and training organizations of the Federal Armed Forces; required civilian workforce; and the other costs listed under "Other Operating Costs" in Annex 2. The United States will pay for all goods and services requested and received by its forces in times of crisis or war.

The respective costs will be provided for in the budget plans of both governments beginning with the 1983 budget year.

Both governments will strive for extensive cost limitation. For this purpose, available facilities as well as equipment will be used primarily. Should there be a shortfall in available facilities, both governments will assign high priority to achieve assurance of funding within the NATO Infrastructure Program. Lease, acquisition or construction of additional facilities not funded by NATO will be borne equitably in a manner that reflects the cost-sharing principles outlined above.

All procurements under this Article shall be made on the basis of joint decisions, and in accordance with national laws and regulations of the Contracting Parties. The provisions of this Article shall not require transfer of title or control of United States-owned or funded equipment to the Federal Republic of Germany in peacetime.

Article 4
Joint Committee

A joint committee, co-chaired by a representative of each government, will be established. The joint committee is to be informed of all questions that cannot be solved between the American and German agencies concerned.

Article 5
Implementation Plan

Both governments will develop and coordinate a plan for the implementation of all work related to Host Nation Support during crisis or war. Implementation is scheduled to commence in 1983 and to conclude in 1987. The joint committee annually will review this schedule and the costs provided for in accordance with Article 3.

Article 6
Reinforcement Exercises

The preparation for and execution of reinforcement exercises during peacetime, such as REFORGER, as well as support of exercises by the receiving State will be covered under an agreement to be concluded between the Department of Defense of the United States of America and the Federal Ministry of Defense of the Federal Republic of Germany.

Article 7
Effective Date, Termination

This Agreement will enter into force upon signature by the Contracting Parties. It will remain in force for the duration of the North Atlantic Treaty and may be amended and supplemented at any time upon mutual consent. Amendments and supplements must be in writing.

This Agreement can be terminated by either Contracting Party by giving a twelve-month notice in writing.

Done at Bonn

on April 15, 1982

in two originals in the English and German languages, both texts being equally authentic.

For the Government of the
United States of America

[1]

For the Government of the
Federal Republic of Germany

[2]

---

[1] Arthur F. Burns.
[2] Hans-Dietrich Genscher.

ANNEX 1: Military Support Concept

All figures in this annex are the result of model computations. Their exact determination will be made in a technical agreement to be concluded after completion of feasibility studies (Article 2).

Support Area	Requested Support for US Forces	Organization	Intended Implementation Personnel Peacetime Strength Military	Civilian	Reserve Training Spaces	Wartime Strength
Security of USAF Facilities	Security of 18 sites	12 Motorized Infantry Battalions 3 Home Defense Companies 10 Security Platoons	39	66	130	13,376
Collocated Operating Bases (COB)	Support operations at 13 German airfields	Material and personnel augmentation of existing Air Force and Navy units at 13 COBs	65	40	115	8,617
Airfield Damage Repair (ADR)	Damage repair at 26 airfields	26 Airfield Damage Repair Squadrons	13	49	68	6,074
Security of US Army Facilities	Security of 39 sites	11 Home Defense Companies 28 Security Platoons	16	32	30	3,941
Transport and Transshipment	Daily - Transport of 6,800 tons of material and 7000 cubic meters of petroleum, oil, and lubricants - Transshipment of 72,200 tons	7 Headquarters and Service Companies 8 Transshipment Companies 6 Transportation Truck Companies 3 Maintenance Evacuation Companies 3 Petroleum, Oil & Lubricant Truck Companies	123	39	8	4,976

TIAS 10376

Support Area	Requested Support for US Forces	Organization	Intended Implementation Personnel Peacetime Strength Military	Civilian	Reserve Training Spaces	Wartime Strength
Resupply I	Reinforcement of existing US supply organizations	3 Supply Battalions	9	15	5	3,102
Resupply II	Reinforcement of US support organizations to be activated in case of mobilization	21 Headquarters and Service Companies 43 Supply Companies 16 Petroleum, Oil & Lubricant Truck & Operating Companies 8 Transportation Truck Companies 7 Transshipment Companies 6 Maintenance Evacuation Companies	51	72	27	17,911
Evacuation of Casualties	Evacuation of up to 1,725 casualties daily	5 Medical Evacuation Battalions	20	30	6	3,935
Prisoners of War Handling	Handling of up to 200 prisoners of war daily	1 Prisoner of War Guard/ Service Battalion	3	2	2	596
Decontamination	Decontamination daily of up to - 34,000 persons - 2,700 vehicles	5 Nuclear, Biological and Chemical Defense Battalions	15	25	24	3,690

Support Area	Requested Support for US Forces	Organization	Intended Implementation			
			Personnel			
			Peacetime Strength			Wartime Strength
			Military	Civilian	Reserve Training Spaces	
Labor Service	Integration of members of Labor Service and their tasks into Federal Armed Forces units	7 Headquarters and Service Companies 17 Home Defense Companies 11 Guard and Security Platoons 24 Transshipment Companies 14 Maintenance Companies 1 Transportation Truck Battalion 1 Transportation Company 1 Signal Battalion 1 Signal Operating Company 16 Engineer Companies 1 Engineer Platoon 5 Supply Companies	31	-	82	16,434

TIAS 10376

Support Area	Requested Support for US Forces	Organization	Intended Implementation Personnel Peacetime Strength Military	Civilian	Reserve Training Spaces	Wartime Strength
Required Military Command, Logistic, and Training Organizations	Command, Logistics, and Training of HNS units	3 HNS Commands 6 HNS Regiments 2 HNS Regiments (Labor Service) 6 Training Centers 7 Field Replacement Battalions 7 Maintenance Control Elements 8 Supply, Maintenance or Services Companies 25 Liaison Teams 4 Materiel Issue Points 1 Oxygen Generating Team 1 ADR Training Squadron (70 % of which used for HNS) Augmentation of existing organizations in the Federal Armed Services and the Federal Armed Forces Administration	822	228	40	10,677
		Total:	1,207	598	537	93,329

Annex 2

COST CATEGORIES

Annual Operating costs

- Military personnel, including:
  - Pay and allowances
- Civilian personnel, including:
  - Pay and allowances
- Other operating costs, including:
  - Operation and maintenance of
    - Materiel
    - Facilities
  - General administration

Investment costs

- Material, including:
  - Personal equipment
  - Unit equipment
  - War reserves
- Facilities, including:
  - Storage
  - Accomodation
  - Administration
  - Training
  - Maintenance / Repair
  - Local utilities

Abkommen

zwischen

der Regierung der Bundesrepublik Deutschland

und

der Regierung der Vereinigten Staaten von Amerika

über

Unterstützung durch den Aufnahmestaat in Krise oder Krieg

die Regierung der Bundesrepublik Deutschland

und

die Regierung der Vereinigten Staaten von Amerika -

eingedenk ihrer Verpflichtungen gemäß dem Nordatlantikvertrag vom 4. April 1949,

in der Überzeugung, daß die Verteidigungsfähigkeit des Nordatlantischen Bündnisses durch Unterstützung durch den Aufnahmestaat in Krise oder Krieg gestärkt wird,

in der Erkenntnis, daß diese Unterstützung in Friedenszeiten soweit wie möglich erprobt und geübt werden muß,

und

gemäß den Bestimmungen des Abkommens zwischen den Parteien des Nordatlantikvertrags über die Rechtsstellung ihrer Truppen (NATO-Truppenstatut) vom 19. Juni 1951 und des Zusatzabkommens zu dem Abkommen zwischen den Parteien des Nordatlantikvertrags über die Rechtsstellung ihrer Truppen hinsichtlich der in der Bundesrepublik Deutschland stationierten ausländischen Truppen (Zusatzabkommen) vom 3. August 1959 -

sind wie folgt übereingekommen:

Artikel 1

Art und Umfang der amerikanischen Verstärkungstruppen, Heranführungszeit

Die Regierung der Vereinigten Staaten von Amerika beabsichtigt, im Falle einer Krise oder eines Krieges im Einvernehmen mit der Regierung der Bundesrepublik Deutschland ihre in der Bundesrepublik Deutschland stationierten vier Divisionen und dazugehörigen fliegenden Staffeln innerhalb von zehn Tagen um sechs weitere gepanzerte, mechanisierte und Infanteriedivisionen und

dazugehörige fliegende Staffeln zu verstärken, um in der Bundesrepublik Deutschland nach Möglichkeit bei Beginn oder erwartetem Beginn von Kampfhandlungen zehn Divisionen und dazugehörige fliegende Staffeln für eine erfolgreiche Vorneverteidigung bereitzustellen. Für Zwecke dieses Abkommens stellen die Vertragsparteien gemeinsam fest, wann eine Krise oder ein Krieg besteht. Die Bereitstellung derartiger Kräfte ist Gegenstand von Konsultationen zwischen den Vertragsparteien und der NATO, die gemäß Artikel 3 und 5 des Nordatlantikvertrags vom 4. April 1949 geführt werden.

Artikel 2
Art und Umfang der deutschen Unterstützung

Zur Erleichterung der Unterstützung der verstärkten US-Streitkräfte und ihres zivilen Gefolges in der Bundesrepublik Deutschland beabsichtigt die Regierung der Bundesrepublik Deutschland, vorbehaltlich technischer Vereinbarungen, die zwischen dem Bundesministerium der Verteidigung der Bundesrepublik Deutschland und dem Ministerium der Verteidigung der Vereinigten Staaten von Amerika aufgrund entsprechender Durchführbarkeitsstudien geschlossen werden, der Regierung der Vereinigten Staaten von Amerika im Krisen- oder Kriegsfall zu gewähren:

1.
Militärische Unterstützung durch Einheiten der Bundeswehr, wie in Anhang 1 beschrieben. Im Frieden werden diese Einheiten im allgemeinen Geräteeinheiten sein, die im Krisen- oder Kriegsfall in einer ungefähren (geschätzten) Stärke von 90.000 Mann einschließlich der hierfür erforderlichen Führungs-, Versorgungs- und Ausbildungsorganisation mobilisiert werden. Diese Unterstützung erstreckt sich auf:

a) Sicherung von Einrichtungen der US-Luftwaffe;
b) Unterstützung von US-Luftwaffenteilen auf gemeinsamen Einsatzflugplätzen;
c) Flugplatzinstandsetzung;

d) Sicherung von US-Heereseinrichtungen;
e) Transport, Umschlag und Nachschubleistungen;
f) Abtransport von Verwundeten;
g) Übernahme von Kriegsgefangenen;
h) Dekontamination von Personal und Material;
i) Eingliederung der Mitglieder des Labor Service der in der Bundesrepublik Deutschland stationierten US-Streitkräfte, die der Wehrpflicht in der Bundesrepublik Deutschland unterliegen, in die zur Unterstützung der US-Streitkräfte gebildeten Einheiten der Bundeswehr.

2.
Zivile Unterstützung durch:
a) Transport von Personal, Material, Munition und Betriebsstoffen auf Schiene, Straße und Binnenwasserstraßen;
b) Instandhaltungs- und Instandsetzungsleistungen sowie weitere Leistungen einschließlich Materialumschlag;
c) Fernschreib- und Fernsprechteilnehmereinrichtungen;
d) Objekte für die Kriegsstationierung;
e) Verbrauchsmaterial und Verpflegung;
f) Mitwirkung bei der Deckung des Bedarfs an zivilen Arbeitskräften;
g) Freistellung vom Wehrdienst für Zivilbedienstete der US-Streitkräfte und der Vertragsfirmen, die für die US-Streitkräfte arbeiten;
h) materielle Mobilmachungsergänzung (Kraftfahrzeuge, Bau- und Depotgerät).

Artikel 3
Kosten

Die Kosten der Unterstützung einschließlich der Kosten für die notwendigen Vorbereitungen werden aufgrund der in Anhang 2 beschriebenen Kostenkategorien, vorbehaltlich ermächtigender Rechtsvorschriften und der Verfügbarkeit von Haushaltsmitteln, von beiden Regierungen gemeinsam getragen.

Dabei übernimmt die Regierung der Bundesrepublik Deutschland die Personal- und persönlichen Ausrüstungskosten der erforderlichen Bundeswehreinheiten sowie die Materialinvestitionskosten für die militärische Führungs-, Logistik- und Ausbildungsorganisation der Bundeswehr.

Die Regierung der Vereinigten Staaten von Amerika übernimmt die Materialinvestitionskosten, soweit sie nicht für die militärische Führungs-, Logistik- und Ausbildungsorganisation der Bundeswehr anfallen, die Kosten für das erforderliche Zivilpersonal und die in Anhang 2 als "Sonstige Betriebskosten" aufgeführten sonstigen Kosten. Die Vereinigten Staaten bezahlen alle Lieferungen und Leistungen, die ihre Streitkräfte im Krisen- oder Kriegsfall beantragen und erhalten.

Die entsprechenden Kosten werden in den Haushaltsplänen beider Regierungen, beginnend mit dem Haushaltsjahr 1983, berücksichtigt.

Beide Regierungen werden sich um eine weitgehende Beschränkung der Kosten bemühen. Zu diesem Zweck werden in erster Linie vorhandene Objekte sowie vorhandenes Gerät genutzt. Sollten die vorhandenen Einrichtungen nicht ausreichen, so werden sich beide Regierungen vordringlich darum bemühen, eine Sicherstellung der Finanzierung im Rahmen des NATO-Infrastrukturprogramms zu erreichen. Die Kosten für die Anmietung, den Erwerb und den Bau zusätzlicher, nicht aus NATO-Mitteln finanzierter Objekte werden der Billigkeit entsprechend und im Einklang mit den vorstehend dargelegten Kostenteilungsgrundsätzen getragen.

Alle Beschaffungen in Zusammenhang mit diesem Artikel erfolgen aufgrund gemeinsamer Entscheidungen und in Übereinstimmung mit den Gesetzen und Vorschriften der Vertragsparteien. Die Bestimmungen dieses Artikels erfordern in Friedenszeiten keine Übertragung von Eigentumsrechten oder Kontrollbefugnissen an Gerät, das Eigentum der Vereinigten Staaten oder durch diese finanziert ist, an die Bundesrepublik Deutschland.

Artikel 4
Gemeinsamer Ausschuß

Es wird ein gemeinsamer Ausschuß unter gemeinsamem Vorsitz je eines Vertreters der beiden Regierungen gebildet. Der gemeinsame Ausschuß ist über alle Fragen zu unterrichten, die nicht zwischen den beteiligten deutschen und amerikanischen Stellen gelöst werden können.

Artikel 5
Durchführungsplan

Beide Regierungen werden einen Plan zur Durchführung aller Arbeiten, die mit der Unterstützung durch den Aufnahmestaat in Krise oder Krieg zusammenhängen, entwickeln und miteinander abstimmen. Die Durchführung soll 1983 beginnen und 1987 abgeschlossen werden. Der gemeinsame Ausschuß wird diesen Plan und die gemäß Artikel 3 vorgesehenen Kosten jährlich überprüfen.

Artikel 6
Verstärkungsübungen

Die Vorbereitung und Durchführung der Verstärkungsübungen im Frieden, z.B. REFORGER, sowie die Unterstützung dieser Übungen durch den Aufnahmestaat werden in einer Vereinbarung zwischen dem Bundesministerium der Verteidigung der Bundesrepublik Deutschland und dem Ministerium der Verteidigung der Vereinigten Staaten von Amerika geregelt.

Artikel 7
Inkrafttreten, Kündigung

Dieses Abkommen tritt mit Unterzeichnung durch die Vertragsparteien in Kraft. Es gilt für die Dauer des Nordatlantikvertrags und kann jederzeit in gegenseitigem Einvernehmen geändert und ergänzt werden. Änderungen und Ergänzungen bedürfen der Schriftform.

Dieses Abkommen kann von jeder Vertragspartei mit einer Frist von zwölf Monaten schriftlich gekündigt werden.

Geschehen zu Bonn

am 15. April 1982

in zwei Urschriften, jede in deutscher und englischer Sprache, wobei jeder Wortlaut gleichermaßen verbindlich ist.

Für die Regierung der
Bundesrepublik Deutschland

Für die Regierung der
Vereinigten Staaten von Amerika

Anhang 1: Militärisches Unterstützungskonzept

Alle in diesem Anhang genannten Zahlen sind Ergebnisse von Modellrechnungen. Ihre genaue Festlegung erfolgt nach Abschluß der Durchführbarkeitsuntersuchungen in einer technischen Vereinbarung (Artikel 2).

Unterstützungsbereich	Beantragte Unterstützung für die US-Streitkräfte	Durchführungsabsicht: Organisationsform	Personal: Friedensstärke Soldaten	Friedensstärke Zivilpersonal	Friedensstärke Wehrübungsplätze	Verteidigungsstärke
Sicherung von Einrichtungen der US-Luftwaffe	Sicherung von 18 Objekten	12 Jägerbataillone 3 Heimatschutzkompanien 10 Sicherungszüge	39	66	130	13.376
Gemeinsame Einsatzflugplätze (Collocated Operating Bases-COB)	Unterstützung des Betriebs auf 13 deutschen Flugplätzen	Materielle und personelle Erweiterung bestehender Luftwaffen- und Marineeinheiten auf 13 COB	65	40	115	8.617
Flugplatzinstandsetzung (Airfield Damage Repair - ADR)	Instandsetzung von 26 Flugplätzen	26 ADR Staffeln	13	49	68	6.074
Sicherung von US-Heereseinrichtungen	Sicherung von 39 Objekten	11 Heimatschutzkompanien 28 Sicherungszüge	16	32	30	3.941
Transport und Umschlag	Täglich: -Transport von 6.800 to Material und 7.000 m³ Betriebsstoffen -Umschlag von 72.200 to	7 Stabsversorgungskompanien 8 Umschlagkompanien 6 Transportkompanien 3 Instandsetzungs-Abschub-Kompanien 3 Betriebsstofftransport-Kompanien	123	39	8	4.976

Unterstützungsbereich	Beantragte Unterstützung für die US-Streitkräfte	Durchführungsabsicht: Organisationsform	Personal: Friedensstärke Soldaten	Zivilpersonal	Wehrübungsplätze	Verteidigungsstärke
Nachschub I	Verstärkung der bestehenden US-Nachschuborganisation	3 Nachschubbataillone	9	15	5	3.102
Nachschub II	Verstärkung der im Mobilmachungsfall aufzubauenden US-Nachschub-Organisation	21 Stabsversorgungskompanien 43 Nachschubkompanien 16 Betriebsstoffumfüllkompanien 8 Transportkompanien 7 Umschlagkompanien 6 Instandsetzungs-Abschubkompanien	51	72	27	17.911
Abtransport Verwundeter	Abtransport von maximal 1.725 Verwundeten täglich	5 Krankentransportbataillone	20	30	6	3.935
Übernahme von Kriegsgefangenen	Tägliche Übernahme von bis zu 200 Kriegsgefangenen	1 Kriegsgefangenen-Wach- und Versorgungsbataillon	3	2	2	596
Dekontamination	Tägliche Dekontamination von bis zu - 34.000 Personen - 2.700 Kraftfahrzeugen	5 ABC Abwehrbataillone	15	25	24	3.690

Unterstützungsbereich	Beantragte Unterstützung für die US-Streitkräfte	Durchführungsabsicht				
		Organisationsform	Personal			
			Friedensstärke			Verteidigungsstärke
			Soldaten	Zivilpersonal	Wehrübungsplätze	
Labor Service	Eingliederung der Mitglieder des Labor Service einschließlich seiner Aufgaben in die Bundeswehr	7 Stabs- und Versorgungskompanien 17 Heimatschutzkompanien 11 Wach- und Sicherungszüge 24 Umschlagkompanien 14 Instandsetzungskompanien 1 Transportbataillon 1 Transportkompanie 1 Fernmeldebataillon 1 Fernmeldebetriebskompanie 16 Pionierkompanien 1 Pionierzug 5 Versorgungskompanien	31	-	82	16.434

TIAS 10376

Unterstützungsbereich	Beantragte Unterstützung für die US-Streitkräfte	Durchführungsabsicht Organisationsform	Personal Friedensstärke Soldaten	Zivilpersonal	Wehrübungsplätze	Verteidigungsstärke
Erforderliche Führungs-, Versorgungs- und Ausbildungsorganisation	Führung, Versorgung und Ausbildung der Unterstützungseinheiten des Aufnahmestaats (HNS-Einheiten)	3 HNS-Kommandos 6 HNS-Regimenter 2 HNS-Regimenter (Labor Service) 6 Ausbildungszentren 7 Feldersatzbataillone 7 Instandsetzungslenkgruppen 8 Nachschub-, Instandsetzungs- oder Versorgungskompanien 25 Verbindungskommandos 4 Materialausgabestellen 1 Sauerstofferzeugungstrupp 1 ADR-Ausbildungsstaffel (zu 70% für HNS eingesetzt) Verstärkung bestehender Organisationen in den Teilstreitkräften und in der Bundeswehrverwaltung	822	228	40	10.677
		Gesamtsummen	1.207	598	537	93.329

A n h a n g 2

KOSTENKATEGORIEN

Jährliche Betriebskosten

- Militärisches Personal, einschließlich
  - Gebührnisse und Abfindungen
- Zivilpersonal, einschließlich
  - Gebührnisse und Abfindungen
- Sonstige Betriebskosten, einschließlich
  - Betrieb und Wartung von
    - Material
    - Infrastruktur
  - Allgemeine Verwaltung

Investitionskosten

- Material, einschließlich
  - Persönliche Ausrüstung
  - Materielle Ausstattung der Einheiten
  - Verteidigungsvorräte
- Infrastruktur, einschließlich
  - Lagerung
  - Unterkunft
  - Verwaltung
  - Ausbildung
  - Wartung/Instandsetzung
  - Örtliche Versorgungs- und Entsorgungseinrichtungen

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ECONOMIC ASSISTANCE

Aswan High Dam Power Station

Agreement Between the
UNITED STATES OF AMERICA
and EGYPT

Signed at Cairo April 12, 1982

with

Related Letter

S9. 10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89-497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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EGYPT

Economic Assistance: Aswan High Dam Power Station

Agreement signed at Cairo April 12, 1982;
Entered into force April 12, 1982.
With related letter.

PROJECT

GRANT AGREEMENT

BETWEEN

THE ARAB REPUBLIC OF EGYPT

AND THE

UNITED STATES OF AMERICA

FOR THE

REHABILITATION AND MODERNIZATION

OF THE ASWAN HIGH DAM POWER STATION

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PROJECT DESCRIPTION		
ANNEX 2		
Project Grant Standard Provisions		

[1] Not printed herein. For text, see TIAS 8830; 29 UST 501.

Project Grant Agreement Dated: April 12, 1982 Between The Arab Republic of Egypt ("Grantee") And The United States of America, acting through the Agency for International Development ("A.I.D."). The "Implementing Organizations" shall be the Ministry of Electricity and Energy and the Egyptian Electricity Authority ("EEA").

ARTICLE 1: The Agreement.

The purpose of this Agreement is to set out the understandings of the parties named above ("Parties"), and the Implementing Organizations, with respect to the undertaking by the Grantee of the Project described below, and with respect to the financing of the Project by the Parties.

ARTICLE 2: The Project.

SECTION 2.1. Definition of Project. The Project, which is further described in Annex 1, will consist of the design, manufacture, replacement, testing and commissioning of Francis turbine runners, 500 KV and 132 KV circuit breakers, differential relaying and control instrumentation associated with the twelve (12) hydro turbine generators at the Aswan High Dam; and for the necessary related technical assistance during manufacturing along with supervision during installation, testing and startup in Egypt.

Within the limits of the above definition of the Project, elements of the amplified description stated in Annex 1 may be changed by written agreement of the authorized representatives of the Parties named in Section 8.2, without formal amendment of this Agreement.

SECTION 2.2. Incremental Nature of Project.

(a) A.I.D.'s contribution to the Project will be provided in increments, the initial one being made available in accordance with Section 3.1 of this Agreement. Subsequent increments will be subject to availability of funds to A.I.D. for this purpose, and to the mutual agreement of the Parties, at the time of a subsequent increment, to proceed.

(b) Within the overall Project Assistance Completion Date stated in this Agreement, A.I.D. based upon consultation with the Grantee, may specify in Project Implementation Letters appropriate time periods for the utilization of funds granted by A.I.D. under an individual increment of assistance.

ARTICLE 3: Financing.

SECTION 3.1. The Grant. To assist the Grantee to meet the costs of carrying out the Project, A.I.D., pursuant to the Foreign Assist-

[1] 75 Stat. 424; 22 U.S.C. § 2151.

ance Act of 1961, as amended,[1] agrees to grant the Grantee under the terms of this Agreement not to exceed Eighty Five Million United States ("U.S.") Dollars ($85,000,000) ("Grant").

The Grant may be used only to finance foreign exchange costs, as defined in Section 6.1, of goods and services required for the Project.

SECTION 3.2. Grantee Resources for the Project.

(a) The Grantee agrees to provide or cause to be provided for the Project all funds, in addition to the Grant, and all other resources required to carry out the Project effectively and in a timely manner.

(b) The resources provided by Grantee for the Project will be not less than Twenty Million One Hundred Seventy Four Thousand Egyptian Pounds (L.E. 20,174,000), including costs borne on an "in-kind" basis.

SECTION 3.3. Project Assistance Completion Date.

(a) The "Project Assistance Completion Date" (PACD), which is July 1, 1990, or such other date as the Parties may agree to in writing, is the date by which the Parties estimate that all services financed under the Grant will have been performed and all goods financed under the Grant will have been furnished for the Project as contemplated in this Agreement.

(b) Except as the Parties may otherwise agree in writing, A.I.D. will not issue or approve documentation which would authorize disbursement of the Grant for services performed subsequent to the PACD or for goods furnished for the Project, as contemplated in this Agreement, subsequent to the PACD.

(c) Requests for disbursement, accompanied by necessary supporting documentation prescribed in Project Implementation Letters are to be received by A.I.D. or any bank described in Section 7.1 no later than nine (9) months following the PACD, or such other period as the Parties may agree to in writing. After such period, A.I.D., giving notice in writing to the Grantee, may at any time or times reduce the amount of the Grant by all or any part thereof for which requests for disbursement, accompanied by necessary supporting documentation prescribed in Project Implementation Letters, were not received before the expiration of said period.

ARTICLE 4: Conditions Precedent to Disbursement.

SECTION 4.1. First Disbursement. Prior to any disbursement or to the issuance of any commitment documents under this Agreement, the Grantee shall, except as the Parties may otherwise agree in writing, furnish to A.I.D. in form and substance as set forth in implementation letters:

(a) A statement of the names of the persons authorized pursuant to Section 8.2 to act as the representatives of the Grantee and the Implementing Organizations, together with a specimen signature of each person specified in such statement;

(b) An opinion of the Egyptian Ministry of Justice or other legal counsel satisfactory to A.I.D. that the Project Grant Agreement has been duly authorized and/or ratified by, and executed on behalf of, the Grantee and that it constitutes a valid and legally binding obligation of the Grantee in accordance with all of its terms;

(c) An acceptable contract for consulting engineering services for the Project, with an organization acceptable to A.I.D.;

(d) An acceptable turnkey contract for the provision of the twelve (12) Francis Runners, with an organization acceptable to both parties;

(e) Evidence that adequate local currency financing for the Project has been budgeted by the Grantee and will be available for expenditure by the EEA on the Project, pursuant to a cost estimate made by the Engineering Advisor and approved by the EEA;

(f) Such other information as A.I.D. may reasonably request.

SECTION 4.2. Notification. When A.I.D. has determined that the Conditions Precedent specified in Section 4.1 have been met, it will promptly notify the Grantee.

SECTION 4.3. Terminal Dates for Conditions Precedent. If all of the conditions specified in Section 4.1 have not been met within 120 days from the date of this Agreement, or such later date as the Parties may agree to in writing, A.I.D., at its option, may terminate this Agreement by written notice to Grantee.

ARTICLE 5: Special Covenants.

SECTION 5.1. Project Evaluation. The Parties agree to establish an evaluation program as part of the Project. Except as the Parties otherwise agree in writing, the program will include, during the implementation of the Project and at one or more points thereafter: (a) evaluation of progress toward attainment of the objectives of the Project; (b) identification and evaluation of problem areas or constraints which may inhibit such attainment; (c) assessment of how such information may be used to help overcome such problems; and (d) evaluation, to the degree feasible, of the overall development impact of the Project.

SECTION 5.2. Proceeds Made Available Under Grant Agreement. In order to assist the EEA in carrying out the Project, the Grantee agrees that the proceeds made available under the Grant will be made available to the EEA as a grant contribution to its equity capital.

SECTION 5.3. Execution of the Project. The Grantee shall:

(a) Carry out the project with due diligence and efficiency, and in conformity with sound engineering, construction, financial and administrative practices.

(b) Cause the project to be carried out in conformance with all of the plans, specifications, contracts, schedules, and other arrangements, and with all modifications therein approved by A.I.D. pursuant to this Agreement.

(c) Submit for A.I.D. review and approval by the two parties prior to implementation, issuance, or execution, all plans, specifications, construction schedules, bid documents, documents concerning solicitation of proposals relating to eligible items, contracts, and all modifications to these documents, taking into account the turnkey nature of the construction contract.

SECTION 5.4. Management. The Grantee shall provide qualified and experienced management for the Project and train such staff as may be appropriate for the maintenance and operation of the Project.

SECTION 5.5. Operation and Maintenance. The Grantee shall operate, maintain and repair the Project in conformity with sound engineering, financial and administrative practices and in such manner as to ensure the continuing and successful achievement of the purposes of the Project.

SECTION 5.6. Continuing Consultation. The Grantee and EEA shall cooperate fully with A.I.D. to assure that the purpose of the Grant will be accomplished. To this end, the Grantee, the Implementing Organizations and A.I.D. shall from time to time, at the request of either Party, exchange views through their representatives with regard to the progress of the Project, the performance by the Grantee and the Implementing Organizations of their obligations under the Grant Agreement, the performance of consultants, contractors and suppliers engaged on the Project, and other matters relating to the Project.

SECTION 5.7. Electricity Tariffs. The Grantee covenants that the high and medium/low voltage tariff studies presently underway will form the basis for implementing changes in electricity prices, along with any changes which may be required to reflect changes in fuel prices, with a view to ensure an adequate rate of return for EEA on its net revaluated assets. Consultation between the two Parties in that direction shall be continued.

SECTION 5.8. Other Information. The Grantee agrees to make available to A.I.D. and all concerned parties all information concerning the Aswan area which could affect the design of the equipment, apparatus and instruments supplied for the Project.

SECTION 5.9. Decennial Liability. The Grantee agrees that contractors, architects, consultants and subcontractors, regardless of nationality, working on this project shall be exempted from the application of Articles 651 through 654 of the Egyptian Civil Code and from the application of Law 106 of 1976. Such contractors, architects, consultants or subcontractors shall not be relieved of their duty to exercise sound judgment, in accordance with the standards of their respective professions, to ensure the safety and fitness of the works for the purposes for which they are designed and erected.

SECTION 5.10. Agents' Commissions. The Parties agree that no Agents' Commissions which pertain to any services or commodities

financed under this Agreement shall be eligible for payment under this Agreement.

ARTICLE 6: Procurement Source.

SECTION 6.1. Foreign Exchange Costs. Disbursements pursuant to Section 7.1 will be used exclusively to finance the costs of goods and services required for the Project having their source and origin in the United States (Code 000 of the A.I.D. Geographic Code Book as in effect at the time orders are placed or contracts entered into for such goods or services) ("Foreign Exchange Costs"), except as A.I.D. may otherwise agree in writing, and except as provided in the Project Grant Standard Provisions Annex, Section C.1(b) with respect to marine insurance.

ARTICLE 7: Disbursement.

SECTION 7.1. Disbursement for Foreign Exchange Costs.

(a) After satisfaction of conditions precedent, the Grantee may obtain disbursements of funds under the Grant for the Foreign Exchange Costs of goods or services required for the Project in accordance with the terms of this Agreement, by such of the following methods as may be mutually agreed upon:

(1) by submitting to A.I.D., with necessary supporting documentation as prescribed in Project Implementation Letters, (A) requests for reimbursement for such goods or services, or, (B) requests for A.I.D. to procure commodities or services in the Grantee's behalf for the Project; or,

(2) by requesting A.I.D. to issue Letters of Commitment for specified amounts (A) to one or more U.S. banks, satisfactory to A.I.D., commiting A.I.D. to reimburse such bank or banks for payments made by them to contractors or suppliers, under Letters of Credit or otherwise, for such goods or services, or (B) directly to one or more contractors or suppliers, committing A.I.D. to pay such contractors or suppliers for such goods or services.

(b) Banking charges incurred by the Grantee in connection with Letters of Commitment and Letters of Credit will be financed under the Grant unless the Grantee instructs A.I.D. to the contrary. Such other charges as the Parties may agree to may also be financed under the Grant.

SECTION 7.2. Other Forms of Disbursement. Disbursements of the Grant may also be made through such other means as the Parties may agree to in writing.

ARTICLE 8: Miscellaneous.

SECTION 8.1. Communications. Any notice, request, document, or other communication submitted by either Party to the other under this Agreement will be in writing or by telegram or cable, and will be deemed duly given or sent when delivered to such party at the following addresses:

To the Grantee:

Mail Address:

Ministry of Investment and International Cooperation
Department of Economic Cooperation with U.S.A.
8 Adly Street
Cairo, Egypt

Cable Address:

8 Adly Street
Cairo, Egypt

To A.I.D.:

Mail Address:

United States Agency for International Development
c/o U.S. Embassy
5, Latin America Street
Cairo, Egypt

Cable Address:

U.S. Embassy
Cairo, Egypt

To the Implementing Organizations:

Egyptian Electricity Authority (EEA)
Nasr City
Cairo, Egypt

Ministry of Electricity and Energy
Nasr City
Cairo, Egypt

All such communications will be in English, unless the Parties otherwise agree in writing. Other addresses may be substituted for the above upon the giving of notice.

SECTION 8.2. Representatives. For all purposes relevant to this Agreement, the Grantee will be represented by the individuals holding or acting in the office of the Deputy Prime Minister for Economic and Financial Affairs and Minister of Investment and International Cooperation and/or the Senior Undersecretary of State for Economic Cooperation with U.S.A., the Minister of Electricity and Energy and/or the Chairman of EEA, and, A.I.D. will be represented by the individual holding or acting in the Office of Director, USAID, each of whom, by written notice, may designate additional representatives for all purposes other than exercising the power under Section 2.1 to revise elements of the amplified description in Annex 1. The names of the representatives of the Grantee, with specimen signatures, will be provided to A.I.D., which may accept as duly authorized any instrument signed by such representatives in implementation of this Agreement, until receipt of written notice of revocation of their authority.

SECTION 8.3. Standard Provisions Annex. A "Project Grant Standard Provisions Annex" (Annex 2) is attached to and forms part of this Agreement.[1]

[1] See footnote 1, p. 3.

SECTION 8.4. Investment Guaranty Project Approval. Construction work to be financed under this Agreement only is agreed to be a Project approved by the Arab Republic of Egypt pursuant to the agreement between it and the United States of America on the subject of investment guaranties, and no further approval by the Arab Republic of Egypt will be required to permit the United States to issue investment guaranties under that agreement covering a contractor's investment in that particular project.

IN WITNESS WHEREOF, the Grantee and the United States of America, each acting through its duly authorized representative, have caused this Agreement to be signed in their names and delivered as of the day and year first above written.

ARAB REPUBLIC OF EGYPT		UNITED STATES OF AMERICA	
BY:	M. A. FATTAH IBRAHIM	BY:	ALFRED L. ATHERTON, JR.
NAME:	M. A. Fattah Ibrahim	NAME:	Alfred L. Atherton, Jr.
TITLE:	*Deputy Prime Minister for Economic and Financial Affairs and Minister of Investment and International Cooperation*	TITLE:	*American Ambassador*

IMPLEMENTING ORGANIZATIONS

In acknowledgement of the foregoing Agreement, representatives of the implementing organizations have subscribed their names:

MINISTRY OF ELECTRICITY AND ENERGY		EGYPTIAN ELECTRICITY AUTHORITY	
BY:	MAHER ABAZA	BY:	A. SAYYAD
NAME:	MOHAMED MAHER ABAZA	NAME:	ENG. ADBEL HAMID EL SAYYAD
TITLE:	*Minister*	TITLE:	*Chairman*

Annex 1

Project Description

REHABILITATION AND MODERNIZATION OF HIGH DAM HYDRO TURBINE UNITS PROJECT NO. 263-0160

The Project consists of the rehabilitation and modernization of the generation and substation facilities at the Aswan High Dam Power Station.

The turbine runners will be replaced by runners incorporating state-of-the-art designs whose performance will be verified by Model Testing. The runners will be fabricated from castings, shipped to Alexandria, A.R.E., and then transported, by barge, up the Nile to the High Dam Power Station. The hydro turbine gen-

erators will be completely disassembled to permit replacement of the turbine runner and rehabilitation of the components of the hydraulic turbine generator units, and then reassembled. The rehabilitated units will be tested before return to operation. The contractor will be responsible for the design, manufacture, shipment and replacement of the twelve runners and necessary rehabilitation of hydro turbine generators, and performance verification through testing.

The Project includes the replacement of obsolete circuit breakers, relays, control instruments and ancillary equipment essential for the reliable operation of the High Dam Power Station. The circuit breakers will replace circuit breakers having a slower interrupting time. The relays, control instruments and ancillary equipment will replace similar instruments and equipment that are inaccurate, slow operating and, in some instances, inoperable. Spare parts for the present circuit breakers, relays, control instruments and ancillary equipment are no longer available. The circuit breakers, relays, control instruments and ancillary equipment will be replaced in conjunction with the turbine runner replacement outages and with unit maintenance outages as appropriate. The contractors responsible for the supply of the circuit breakers and for the design and supply of the relay and control instrument systems and ancillary equipment will supervise the installation and be responsible for the commissioning of the respective apparatus, systems and equipment.

Throughout the Project, EEA will utilize the services of an Engineering Advisor acceptable to A.I.D. to assist in the preparation of apparatus and instrumentation specifications, procurements, contract negotiations, contract administration, factory inspections and project management.

Attachment 1 to Annex 1 Project No. 263-0160

ILLUSTRATIVE PROJECT FINANCIAL PLAN

SUMMARY OF COST ESTIMATES

U.S. DOLLARS ($000)

	FOREIGN EXCHANGE	LOCAL CURRENCY EQUIVALENT	TOTAL
a. *Runner Replacement*	82,020*	20,417*	102,437*
b. *Circuit Breaker, Relay, Control Instrument Replacement*	14,416	2,900	17,316
c. *Technical Services*	3,564	700	4,264
Total Estimated Project Cost	100,000	24,017	124,017

SUMMARY OF COST ESTIMATES—Continued

U.S. DOLLARS ($000)

	FOREIGN EXCHANGE	LOCAL CURRENCY EQUIVALENT	TOTAL
First Year Funding	85,000	20,417	105,417
Future Funding**	15,000	3,600	18,600
Total Estimated Project Funding	100,000	24,017	124,017

*Runner replacement cost estimate includes escalation calculated on basis of December 1981 Prices adjusted for future increases in cost at an assumed rate of 12 percent per year.

**Additional A.I.D. contributions to the project are subject to the availability of funds.

[Footnotes in the original.]

[RELATED LETTER]

UNITED STATES AGENCY for INTERNATIONAL DEVELOPMENT
5, LATIN AMERICA STREET
GARDEN CITY
CAIRO, EGYPT

12 APR 1982

MR. FOUAD ISKANDAR
Senior Undersecretary of State for Economic Cooperation with the U.S.
Ministry of Investment and International Cooperation
8, Adly Street
Cairo

Subject: AID Grant 263-0160 Rehabilitation and Modernization of the Aswan High Dam Hydroelectric Power Station Implementation Letter No. 1

DEAR MR. ISKANDAR: This letter, as an element of our continuing consultations on this project, sets forth certain of our mutual understandings regarding the responsibilities of our respective Governments under the subject Grant Agreement. It also provides additional clarification regarding Sections 5.7 and 5.8 of the Agreement. A more complete implementation letter on our joint undertakings will be provided subsequently.

SECTION 5.7 Electricity Tariffs

This provision recognizes that the Arab Republic of Egypt (GOE) is undertaking High and Medium/Low voltage tariff studies which

will form the basis of electricity tariff changes along with any changes in fuel prices. It also reflects the recognition of the Egyptian Government that an adequate rate of return from these tariffs is crucial to the financial viability of the Egyptian Electricity Authority (EEA). This involves recognition that EEA must strengthen its financial base to meet the operational and maintenance requirements for current energy projects and for planned energy development project.

A.I.D. is also mindful of the need for Egypt to expand its production and distribution of energy consistent with the ability of the Arab Republic of Egypt to adjust its financial commitments and planning. In this light, both parties agree to continue joint collaboration on possible options for establishing satisfactory rates of return on the net revalued assets of EEA by implementing a comprehensive tariff structure based upon the High and Medium/Low voltage tariff studies. Since the results of these studies will not be immediately available, the G.O.E. agrees that in the interim, inclusive of the year of this agreement, it will take the necessary actions to establish a minimum yearly rate of return for EEA. To this end, the GOE will take the necessary action to achieve such a rate of return on net revalued assets as is specified in its existing assistance agreements, including that with the World Bank. The G.O.E. agrees that any changes in fuel prices will be broadly distributed and will not exclude EEA, and also that such price changes will be reflected in the EEA tariff structure in order to assure that EEA's rate of return will not be adversely affected.

SECTION 5.8 Other Information

This provision sets forth the recognition of both parties of the importance in fully sharing information directly affecting the Project. For example, following the November 14, 1981, earthquake in Aswan and continuing seismic activity, the G.O.E., acting through the Ministry of Education and Scientific Research, the Egyptian Geological Survey and other G.O.E. Ministries, have consulted and continue to consult with numerous international organizations and have initiated a number of seismic and geological studies and evaluations. The results of these studies and evaluations could alter the planned operation of the High Dam Power Station and should therefore be considered in the design of the Francis turbine runners, circuit breakers, relays and control instrumentation which are being financed by the parties under the Project. Consequently, our Governments agree that all information that could affect the design of the equipment and apparatus, will be made available to all concerned Parties in a timely fashion to minimize the risk of an improper design and minimize costs.

If these understandings fully represent your Government's position with respect to this Project, please indicate your concurrence below and return the signed original to me.

Sincerely yours,

DONALD S. BROWN
Donald S. Brown

Director

CONCUR FOUAD ISKANDAR
Fouad Iskandar

Senior Undersecretary of State
For Economic Cooperation with
the U.S.A.

cc: His Excellency Mohamed Maher Abaza,
Minister of Electricity and Energy
Eng. Abdel Hamid El Sayyad, EEA

GPO: 1985 47-570 (12800)

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ECONOMIC ASSISTANCE

Agricultural Commodities and Equipment

Agreement Between the
UNITED STATES OF AMERICA
and PAKISTAN

Signed at Islamabad April 13, 1982

S 9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89-497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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PAKISTAN

Economic Assistance: Agricultural Commodities and Equipment

Agreement signed at Islamabad April 13, 1982;
Entered into force April 13, 1982.

A.I.D. Program No. 391-0468
Loan No. 391-K-187

Appropriation No. 72-1121037

Budget Plan Code:
Grant: HESA-82-37391-KG-32
Loan : HESA-82-37391-KL-32

COMMODITY IMPORT GRANT AND LOAN AGREEMENT

BETWEEN

THE PRESIDENT OF THE ISLAMIC REPUBLIC OF PAKISTAN

AND THE

UNITED STATES OF AMERICA

FOR

AGRICULTURAL COMMODITIES AND EQUIPMENT

DATED: April 13, 1982

(CONFORMED COPY)

TIAS 10378

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A.I.D. Program No. 391-0468
Loan No. 391-K-187
Appropriation No. 72-1121037
Budget Plan Code:
Grant: HESA-82-37391-KG-32
Loan : HESA-82-37391-KL-32

COMMODITY IMPORT GRANT AND LOAN AGREEMENT

Dated: April 13, 1982

Between

The President of the Islamic Republic of Pakistan, Acting through the Government of Pakistan (hereinafter referred to as the "Borrower/Grantee", "Borrower" or "Grantee" as the case may be)

and

The United States of America, acting through the Agency for International Development (A.I.D.)

Article 1: The Grant

To finance the foreign exchange costs and local costs of certain commodities and commodity-related services ("Eligible Items") necessary to promote the economic and political stability of Pakistan, the United States, pursuant to the Foreign Assistance Act of 1961, as amended,[1] agrees to grant the Government of Pakistan, under the terms of this Agreement, not to exceed Twenty Six Million United States (U.S.) Dollars ($ 26,000,000) ("Grant").

Article 2: The Loan

To finance the foreign exchange costs of certain commodities and commodity-related services ("Eligible Items") necessary to promote the economic and political stability of Pakistan, the United States,

[1] 75 Stat. 424; 22 U.S.C. § 2151.

pursuant to the Foreign Assistance Act of 1961, as amended, agrees to lend the Government of Pakistan, under the terms of this Agreement, not to exceed Thirty Four Million United States (U.S.) Dollars ($34,000,000) ("Loan"). The aggregate amount of disbursements under this Loan is referred to as "Principal".

Article 3: Loan Terms

Section 3.1: Interest. The Borrower shall pay to A.I.D. interest on the Loan which will accrue at the rate of two percent (2%) per annum for ten (10) years following the date of the first disbursement hereunder and at the rate of three percent (3%) per annum thereafter on the outstanding balance of Principal and on any due and unpaid interest. Interest on the outstanding balance will accrue from the date (as defined in Section 6.5) of each respective disbursement, and will be payable semi-annually. The first payment of interest will be due and payable no later than six (6) months after the first disbursement hereunder, on a date to be specified by A.I.D.

Section 3.2: Repayment. The Borrower will repay to A.I.D. the Principal within forty (40) years from the date of the first disbursement of the Loan in sixty one (61) approximately equal semi-annual installments of

Principal and interest. The first installment of Principal will be payable nine and one-half (9½) years after the date on which the first interest payment is due in accordance with Section 3.1. A.I.D. will provide the Borrower with an amortization schedule in accordance with this Section after the final disbursement under the Loan.

Section 3.3: Application, Currency, and Place of Payment. All payments of interest and Principal hereunder will be made in U.S. Dollars and will be applied first to the payment of interest due and then to the repayment of Principal. Except as A.I.D. may otherwise specify in writing, payments will be made to the Controller, Office of Financial Management, Agency for International Development, Washington, D.C. 20523, U.S.A., and will be deemed made when received by the Office of Financial Management.

Section 3.4: Prepayments. Upon payment of all interest and any refunds then due, the Borrower may repay, without penalty, all or any part of the Principal. Unless A.I.D. otherwise agrees in writing, any such prepayment will be applied to the installments of Principal in the inverse order of their maturity.

on 3.5: Renegotiation of Terms.

The Borrower and A.I.D. agree to negotiate, at such time or times as either may request, an acceleration of the repayment of the Loan in the event that there is any significant and continuing improvement in the internal and external economic and financial position and prospects of Pakistan, which enables the Borrower to repay the Loan on a shorter schedule.

Any request by either Party to the other to so negotiate, will be made pursuant to Section 12.3, and will give the name and address of the person or persons who will represent the requesting Party in such negotiations.

Within thirty (30) days after delivery of a request to negotiate, the requested Party will communicate to the other, pursuant to Section 12.3, the name and address of the person or persons who will represent the requested Party in such negotiations.

The representatives of the Parties will meet to carry out negotiations no later than thirty (30) days after delivery of the requested Party's communications under

sub-section (c). The negotiations will take place at a location mutually agreed upon by the representatives of the Parties, provided that, in the absence of mutual agreement, the negotiations will take place at the Borrower's Ministry of Law and Parliamentary Affairs, in Pakistan.

Section 3.6: Termination of Full Payment. Upon payment in full of the Principal and any accrued interest, the Loan part of this Agreement and all obligations of the Borrower and A.I.D. under the Loan part of this Agreement will cease.

Article 4: Conditions Precedent to Disbursement

Section 4.1: First Disbursement. Prior to the first disbursement under this Grant or this Loan, or to the issuance by A.I.D. of documentation pursuant to which disbursement will be made, the Borrower/Grantee will within thirty (30) days after signing this Agreement, except as the Parties may otherwise agree in writing, furnish or have furnished to A.I.D. in form and substance satisfactory to A.I.D.;

(a) A proposed Invitation for Bid (IFB) and a proposed designation of Charter Party for the importation of the fertilizer.

(b) An opinion of Counsel acceptable to A.I.D. that this Agreement has been duly authorized and/or ratified by, and executed on behalf of, the Borrower/Grantee and that it constitutes a valid and legally binding obligation of the Borrower/Grantee in accordance with all of its terms;

(c) A statement setting forth the names and titles of persons holding or acting in the office of the Borrower/Grantee and representing that the named person or persons have the authority to act as the representative or representatives of the Borrower/Grantee pursuant to Section 12.2 together with a specimen signature of each such person certified as to its authenticity.

(d) A statement of the name and title of any additional representatives acting for the Borrower/Grantee who are authorized to sign procurement documents referred to in Section 5.2, together with a specimen signature of each such person certified as to its authenticity.

Section 4.2: Notification. When A.I.D. has determined that the conditions precedent specified in Section 4.1 have been met, it will promptly notify the

Borrower/Grantee.

Section 4.3: Terminal Date for Conditions Precedent. If all conditions specified in Section 4.1 have not been met within thirty (30) days from the date of signing of this Agreement, or such later date(s) as A.I.D. may specify in writing, A.I.D. at its option, may terminate this Agreement by written notice to Borrower/Grantee.

Article 5: Procurement, Eligibility, and Utilization of Commodities

Section 5.1: A.I.D. Handbook 11, Chapter 3: This Grant and this Loan and the procurement and utilization of commodities and commodity-related services financed under them are subject to the terms and conditions of A.I.D. Handbook 11, Chapter 3 as from time to time amended and in effect, except as A.I.D. may otherwise specify in writing. If any provision of A.I.D. Handbook 11, Chapter 3 is inconsistent with a provision of this Agreement, the provision of this Agreement shall prevail.

Section 5.2: Authorization. Borrower/Grantee authorizes the USAID Mission/Pakistan to act as its lawful Agent and to execute, in said capacity, all letters and documents on behalf of the Borrower/Grantee in accordance with A.I.D. Handbook 11, Chapter 3, as

necessary for the following:

(a) to procure, administer and compensate one or more Procurement Services Agents (PSA) under this Agreement. Activities contemplated include, by illustration, advertising for PSA(s) Services, evaluating and selecting of PSA(s), and instructing, answering inquiries and otherwise communicating with PSA(s).

(b) to procure, administer and finance equipment under this Agreement. Activities contemplated include, by illustration, preparing and executing Project Implementation Orders (PIO's) for Equipment, arranging for issuance of Letters of Commitment to the PSA(s), clearing of equipment through customs, and arranging with Provincial Authorities for delivery to appropriate sites.

The Borrower/Grantee shall, upon request of the USAID Mission/Pakistan, execute contracts, Project Implementation Orders (PIO's) and other documents as necessary for procurement of services and equipment under this Agreement.

PSA(s) shall not be utilized for procurement of fertilizer.

Section 5.3: Eligible Items. The commodities eligible for financing under this Grant and/or this Loan shall be those listed below and such other commodities

as are mutually agreed upon in writing by the Parties and specified in Implementation Letters(s) issued to the Borrower/Grantee in accordance with Section 12.1 of this Agreement.

ELIGIBLE COMMODITIES

Group 1: Agricultural inputs where the productive impact is felt almost immediately, i.e. one cropping season. Most prominent examples of this type are chemical fertilizers, mineral components for the manufacture of fertilizer, improved seed, and appropriate pesticides.

Group 2: Agricultural machinery and commodities for use on or near the farm and which increase the productivity of the farm over the short to medium term. This group of items would largely be imported and used by private parties: farmers or business organizations either directly involved in agricultural production or providing services to farmers. Examples of this category include tractors, trucks, rice mills, pre-fabricated storage and grain-handling equipment, provided that tractors of the makes already standardized in Pakistan will be imported in accordance with Pakistan Government regulations.

Group 3: Agricultural equipment and commodities required by public or semi-public bodies which provide services to the agricultural sector. Examples of this class of equipment and commodities are: heavy machinery for construction or maintenance of irrigation facilities; equipment for road building or maintenance , equipment or commodities to support agricultural research and extension, public sector storage and grain-handling equipment, and transport equipment.

Commodity-related services as defined in A.I.D. Handbook 11, Chapter 3, Section 2.6.4 as from time to time amended are eligible for financing under this Grant and this Loan. Eligible Items will be subject, however, to the requirements and Special Provisions of Parts 1, II and III of the A.I.D. Commodity Eligibility Listing which will be transmitted with the first Implementation Letter. A.I.D. may decline to finance any specific commodity or commodity-related service when in its judgement such financing would be inconsistent with the purposes of the Grant and/or the Loan or of the Foreign Assistance Act of 1961, as amended.

47-571 O - 85 - 2

Section 5.4: Selection of Specific Commodities to be Procured from List of Eligible Commodities. Selection of those specific commodities to be procured from the list of eligible commodities (Section 5.3) shall be agreed upon by A.I.D. and the Borrower/Grantee in accordance with this Agreement, and pursuant to criteria and priorities to be established in Implementation Letters which shall from time to time be issued by A.I.D.

Section 5.5: Procurement Source. All goods and services financed by A.I.D. under this Program, except for ocean shipping of fertilizer financed under this Program, shall have their source and origin in the United States of America or Pakistan except as A.I.D. may otherwise specify in Implementation Letter or may otherwise agree to in writing. Shipping services for fertilizer financed under this Program shall have their source/origin as set forth in Section 5.10.

Section 5.6: Eligibility Date. No commodities or commodity-related services may be financed under this Grant and/or Loan if they were procured pursuant to orders or to contracts firmly placed or entered into prior to the date of this Agreement, except as A.I.D. may otherwise agree in writing.

Section 5.7: Procurement for Public Sector. With respect to procurement under this Grant and/or this Loan by or for Borrower/Grantee, its departments and instrumentalities, the provisions of A.I.D. Handbook 11, Chapter 3 regarding formal competitive bid procedures will apply unless A.I.D. otherwise agrees in writing.

Section 5.8: Special Procurement Rules.

(a) None of the proceeds of this Grant and/or Loan may be used to finance the purchase, sale, long-term lease, exchange or guaranty of a sale of motor vehicles unless such motor vehicles are manufactured in the United States, except as A.I.D. may otherwise agree in writing.

(b) The source and origin of ocean and air shipping will be deemed to be the ocean vessel's or aircraft's country of registry at the time of shipment.

(c) All international air shipments financed under this Grant and this Loan will be on carriers holding U.S. certification to perform the service, unless shipment would, in the judgement of the Borrower/Grantee, be delayed an unreasonable time awaiting a U.S.-flag carrier either at point of origin or transshipment. The Borrower/Grantee must certify to the facts in the

Vouchers or other documents retained as part of the Grant and/or Loan records.

Section 5.9: Utilization of Commodities.

(a) Borrower/Grantee will assure that commodities financed under this Grant and/or Loan will be effectively used for the purposes for which the assistance is made available. To this end, the Borrower/Grantee will use its best efforts to assure that the following procedures are followed:

(i) Accurate arrival and clearance records are maintained by customs authorities; commodity imports are promptly processed through customs at ports of entry; such commodities are removed from customs and/or bonded warehouses within ninety (90) calender days from the date the commodities are unloaded from the vessel at the port of entry, unless the importer is hindered by force majeure or A.I.D. otherwise agrees in writing; and

(ii) The commodities are consumed or used by the importer not later than two (2) years from the date the commodities are recovered from customs, unless a longer period can be justified to the satisfaction of A.I.D. by reason of force majeure or special market

conditions or other circumstances.

(b) Borrower/Grantee will assure that commodities financed under this Grant and/or Loan will not be re-exported in the same or substantially the same form, unless so specifically authorized by A.I.D. in writing.

Section 5.10: Shipping. Unless A.I.D. otherwise agrees in writing, ocean shipping for all equipment and commodities, except for fertilizer financed under this program, shall be only on flag vessels of the United States or Pakistan. For fertilizer only, shipping on flag vessels of A.I.D. Geographic Code 935 countries shall also be eligible. In accordance with the U.S. Cargo Preference Act of 1954,[1] at least 50% of the gross tonnage of all equipment and commodities will be transported on privately-owned U.S. flag commercial vessels, to the extent that such vessels are available at fair and reasonable rates.

Section 5.11: Insurance. Marine insurance on commodities financed by A.I.D. under this Grant and/or this Loan may also be financed under this Grant and/or this Loan provided that such insurance is placed in a country included in the Geographic Code authorized in

[1] 68 Stat. 832; 46 U.S.C. § 1241.

Section 5.5 of this Agreement.

Article 6: Disbursement

Section 6.1: Letter of Commitment to Banks. After satisfaction of the conditions precedent, the Borrower/Grantee may obtain disbursements of funds under this Grant and/or this Loan by submitting Financing Requests to A.I.D. for the issuance of letters of commitment for specified amounts to one or more banking institutions in the United States designated by Borrower/Grantee and satisfactory to A.I.D. Such letters will commit A.I.D. to reimburse the bank or banks on behalf of the Borrower/Grantee for payments made by the banks to suppliers or contractors, under letter of credit or otherwise, pursuant to such documentation requirements as A.I.D. may prescribe. Banking charges incurred in connection with letters of commitment and disbursements shall be for the account of the Borrower/Grantee and may be financed by this Grant and/or this Loan.

Section 6.2: Other Forms of Disbursement Authorizations. Disbursements of the Grant and/or the Loan may also be made through such other means as the Parties may agree to in writing.

Section 6.3: Terminal Date for Requests for Disbursement Authorizations. No letter of commitment or other disbursement authorization will be issued

in response to a request received after twenty-four (24) months from the date of signing of this Agreement, except as A.I.D. may otherwise agree in writing.

Section 6.4: Terminal Date for Requests for Disbursement. No disbursement of Grant and/or Loan funds shall be made against documentation submitted after thirty (30) months from the date of signing of this Agreement, except as A.I.D. may otherwise agree in writing.

Section 6.5: Date of Disbursement. Disbursements by A.I.D. under this Loan will be deemed to occur on the date on which A.I.D. makes a disbursement to the Borrower or its designee, or to a bank, contractor or supplier pursuant to a letter of commitment or other form of disbursement authorization.

Article 7: General Covenants

Section 7.1: Use of Sales Proceeds. All local currency proceeds from the sale or importation of commodities provided under this Agreement will be credited to the Federal Consolidated Fund of the Borrower/Grantee. Borrower/Grantee agrees to credit these proceeds to a special subsidiary account to be named "US AID Program for US FY 1982"

Funds in the special subsidiary account shall be mutually programmed by A.I.D. and the GOP for use in development activities in such areas as agriculture, rural development, water resources, energy, population, education, health and/or in any other areas upon which both parties may agree to in writing, and where appropriate, may also be used to reduce opium/poppy production. Upon mutual agreement of the parties, rupees deposited in the special subsidiary account may also be used to pay United States administrative costs in Pakistan.

Section 7.2: Provincial Taxes and Duties. The Borrower/Grantee shall, within 90 days from the date that the selection of specific commodities has been agreed upon in accordance with Section 5.4 of this agreement provide, in form and substance satisfactory to A.I.D., evidence of a budget allocation by each province receiving commodities under this Agreement sufficient to pay for the duties and taxes, if any, imposed on transfer of commodities into that province.

Section 7.3: Reporting. As long as balances remain in the Special Account, the Borrower/Grantee shall provide to the USAID Mission/Pakistan, in form and substance satisfactory to A.I.D., semi-annual reports on the balances remaining in the account and the withdrawals and uses of the funds from that account during the current reporting period with the first report covering deposits and withdrawals through December 31, 1982 to be provided by

January 15, 1983.

Section 7.4: Taxation. This Agreement, the Grant, the Loan and the Principal of and interest on the Loan will be free from any taxation or fees imposed under laws in effect in Pakistan.

Section 7.5: Reporting and Records. In addition to the requirements of A.I.D. Handbook 11, Chapter 3, the Borrower/Grantee will:

(a) furnish A.I.D. such reports and information relating to the goods and services financed by this Grant and/or this Loan and the performance of Borrower's/Grantee's obligations under this Agreement as A.I.D. may reasonably request;

(b) maintain or cause to be maintained, in accordance with generally accepted accounting principles and practices consistently applied, such books and records relating to this Grant and/or this Loan as may be prescribed in Implementation Letters. Such books and records may be inspected by A.I.D. or any of its authorized representatives at all times as A.I.D. may reasonably require, and shall be maintained for three years after the date of last disbursement by A.I.D. under this

Grant and/or this Loan;

(c) permit A.I.D. or any of its authorized representatives at all reasonable times during the three year period to inspect the commodities financed under this Grant and/or this Loan at any point, including the point of use.

Section 7.6: Completeness of Information. The Borrower/Grantee confirms:

(a) that the facts and circumstances of which it has informed A.I.D., or caused A.I.D. to be informed, in the course of reaching agreement with A.I.D. on the Grant and/or Loan, are accurate and complete and include all facts and circumstances that might materially affect the Grant and/or Loan and the discharge of responsibilities under this Agreement; and

(b) that it will inform A.I.D. in a timely fashion of any subsequent facts and circumstances that might materially affect, or that it is reasonable to believe might so affect, the Grant and/or Loan or the discharge of the responsibilities under this Agreement.

Section 7.7: Other Payments. Borrower/Grantee affirms that no payments have been made or will be received by any official of the Borrower/Grantee in connection with the procurement of goods or services financed under the Grant and/or Loan, except fees, taxes, or similar payments legally established in the country of the Borrower/ Grantee.

Section 7.8: Minimun size of Transactions. No foreign exchange allocation or letters of credit issued pursuant to this Agreement shall be in an amount less than Ten Thousand Dollars ($ 10,000), except as A.I.D. may otherwise agree in writing.

Article 8: Trust Fund Contribution

The GOP shall deposit the sum of Seventy-Four Million Pakistani Rupees (Rs 74,000,000) in an A.I.D. Trust Fund account, in accordance with the deposit schedule shown below, to provide for selected costs of the cooperative development program of the GOP and the United States for the period ending September 30, 1983.

	(Rs Millions)
May 1, 1982	15.5
July 1, 1982	6.5
October 1, 1982	13.0
January 1, 1983	12.0
April 1, 1983	15.0
July 1, 1983	12.0
Total	74.0

Article 9: Special Condition- Cultivation of Opium Poppy and Processing of Opium into Heroin

The Government of Pakistan (GOP) agrees to undertake appropriate measures to prohibit cultivation of opium poppy and/or processing of opium into heroin or morphine base within any village or area benefiting from this project. In the event that a determination is made that the cultivation of opium poppy and/or processing of opium is occurring in a village or area programed to benefit from this project, no equipment shall be provided or financed by A.I.D. under this project benefiting that village or area until the prohibited activity is eliminated. If the prohibited activity is not fully eliminated within a specified period of time to be agreed upon by the United States Government and the GOP, no equipment under this project shall, at any time, be provided or financed by A.I.D. benefiting that village or area. If, prior to the Project Assistance

Completion Date ("PACD") established by A.I.D. for this project, as it may be from time to time amended, it is determined that the prohibited activity is occurring in a village or area which has benefited from this project and the prohibited activity is not eliminated within a period of time to be agreed upon by the United States Government and the GOP, the GOP shall, at the option of A.I.D., either withdraw the equipment from any use directly benefiting that village or area or reimburse A.I.D. for all equipment received from or financed by A.I.D. which has resulted in direct benefits to that village or area in which the prohibited activity is occurring. Such reimbursement shall be treated as a refund under the provisions of Section 10.4(c) (Refunds of Grant) and/or 11.6(c) (Refunds of Loan) of this Agreement.

Article 10: Termination of Grant; Remedies

Section 10.1: Termination. The Grant under this Agreement may be terminated by mutual agreement of the Parties at any time. Either Party may terminate the Grant under this Agreement by giving the other Party thirty (30) days written notice.

Section 10.2 Suspension. If at any time:

(a) Grantee shall fail to comply with any provision of this Agreement other than those provisions specifically only applicable to the Loan; or

(b) Any representation or warranty made by or on behalf of Grantee with respect to obtaining this Grant or made or required to be made under this Agreement other than as applicable only to the Loan part of this Agreement is incorrect in any material respect; or

(c) An event occurs that A.I.D. determines to be an extraordinary situation that makes it improbable either that the purposes of the Grant will be attained or that the Grantee will be able to perform its obligations under the Grant part of the Agreement, or

(d) Any disbursement by A.I.D. would be in violation of the legislation governing A.I.D; or

(e) A default shall have occurred under the Loan part of this Agreement or any other agreement between Grantee or any of its agencies and the Government of the United States or any of its agencies, then, in addition to remedies provided in A.I.D. Handbook 11, Chapter 3, A.I.D. may:

(1) suspend or cancel outstanding commitment documents under the Grant to the extent that they have not been utilized through irrevocable commitments to third parties or otherwise, or to the extent that A.I.D. has not made direct reimbursement to the Grantee thereunder, giving prompt notice to Grantee thereafter;

(2) decline to issue additional commitment documents under the Grant or to make disbursements other than those already committed;

(3) at A.I.D.'s expense, direct that title to goods financed under the Grant be vested in A.I.D. if the goods are in a deliverable state and have not been off-loaded at ports of entry of Pakistan.

Section 10.3: Cancellation by A.I.D. If, within sixty (60) days from the date of any suspension of disbursements pursuant to Section 10.2, the cause or causes thereof have not been corrected, A.I.D. may cancel any part of the Grant that is not then disbursed or irrevocably committed to third parties.

Section 10.4: Refunds of Grant.

(a) In addition to any refund otherwise required by A.I.D. pursuant to A.I.D. Handbook 11, Chapter 3, if A.I.D. determines that any Grant disbursement is not supported by valid documentation in accordance with this Agreement, or is in violation of United States law, or is not made or used in accordance with the terms of this Agreement, A.I.D. may require the Grantee to refund the amount of such Grant disbursements in U.S. dollars to A.I.D. within sixty (60) days after receipt of request therefor. Refunds of Grant disbursements paid by the Grantee to A.I.D. resulting from violations of the terms of this Agreement shall be considered as a reduction in the amount of the A.I.D. Grant obligation under the Agreement and shall be available for reuse under the Grant portion of this Agreement if authorized by A.I.D. in writing.

(b) The right to require such a Grant refund of a disbursement will continue, notwithstanding any other provision of this Agreement, for three (3) years from the date of the last disbursement under this Agreement.

(c) If A.I.D. determines that A.I.D. is entitled to reimbursement under the provisions of Section 9 of this Agreement, A.I.D. may require the Grantee to refund the amount of any Grant disbursement(s) for which there is an entitlement to reimbursement to A.I.D. in U.S. Dollars within sixty (60) days after receipt of request therefor. Such refunds paid by the Grantee to A.I.D. shall be considered as a reduction in the amount of A.I.D.'s Grant obligation under the Agreement but may be made available for reuse under the Grant portion of this Agreement if authorized by A.I.D. in writing.

Section 10.5: Non-waiver of Remedies. No delay in exercising or omitting to exercise any right, power or remedy accruing to A.I.D. under this Agreement will be construed as a waiver of such rights, powers or remedies.

Article 11: Termination of Loan: Remedies

Section 11.1: Cancellation by Borrower. The Borrower may, by giving A.I.D. thirty (30) days written notice, cancel any part of the Loan under this Agreement which has not been disbursed or committed for disbursement to third parties.

Section 11.2: Events of Default; Acceleration. It will be an "Event of Default" if Borrower shall have failed:

(a) to pay when due any interest or installment of Principal required under this Agreement; or

(b) to comply with any other provision of the Agreement other than those provisions specifically only applicable to the Grant; or

(c) to pay when due any interest or installment of Principal or other payment required under any other loan, the Grant part of this Agreement, guaranty or other agreement between the Borrower or any of its agencies and A.I.D. or any of its predecessor agencies.

If an Event of Default shall have occurred, then A.I.D. may give the Borrower notice that all or any part of the unrepaid Principal will be due and payable sixty (60) days thereafter, and, unless such Event of Default is cured within that time:

(1) such unrepaid Principal and accrued interest

hereunder will be due and payable immediately; and

(2) the amount of any further disbursement made pursuant to then outstanding commitments to third parties or otherwise will become due and payable as soon as made.

Section 11.3: Suspension. If at any time:

(a) An Event of Default has occurred; or

(b) An event occurs that A.I.D. determines to be an extraordinary situation that makes it improbable either that the purposes of the Loan will be attained or that the Borrower will be able to perform its obligations under this Agreement; or

(c) Any disbursement by A.I.D. would be in violation of the legislation governing A.I.D.; or

(d) The Borrower shall have failed to pay when due any interest, installment of Principal or other payment required under the Grant part of this Agreement, any other loan, guaranty, or other agreement between the Borrower or any of its agencies and the Government of the United

States or any of its agencies.

Then, in addition to remedies provided in A.I.D. Handbook 11, Chapter 3, A.I.D. may:

(1) suspend or cancel outstanding commitment documents under the Loan to the extent that they have not been utilized through irrevocable commitment to third parties or otherwise, giving prompt notice thereof to the Borrower;

(2) decline to issue additional commitment documents under the Loan or to make disbursements other than those already committed; and

(3) at A.I.D.'s expense, direct that title to goods financed under the Loan be vested in A.I.D. if the goods are in a deliverable state and have not been off-loaded in any ports of entry of Borrower's country. Any disbursement made under the Loan with respect to such transferred goods will be deducted from Principal.

Section 11.4: Cancellation by A.I.D. If, within sixty (60) days from the date of any suspension of disbursements pursuant to Section 11.3, the cause or causes thereof have not been corrected, A.I.D. may cancel any part of the Loan that is not then disbursed or irrevocably committed to third parties.

Section 11.5: Continued Effectiveness of Agreement. Notwithstanding any cancellation, suspension of disbursements, or acceleration of repayment, the Loan provisions of this Agreement will continue in effect until the payment in full of all Principal and accrued interest hereunder.

Section 11.6: Refunds of Loan.

(a) In addition to any refund otherwise required by A.I.D. pursuant to A.I.D. Handbook 11, Chapter 3, if A.I.D. determines that any Loan disbursement is not supported by valid documentation in accordance with this Agreement, or is in violation of United States law, or is not made or used in accordance with the terms of this Agreement, A.I.D. may require the Borrower to refund the amount of such Loan disbursement in U.S.Dollars to A.I.D. within sixty (60) days after receipt of request therefor. Refunds of Loan disbursements paid by the Borrower to A.I.D. resulting from violations of the terms of

this Agreement shall be considered as a reduction in the amount of A.I.D.'s obligation under the Agreement and shall be available for reuse under the Loan portion of the Agreement if authorized by A.I.D. in writing. Any refund which reduces the amount of A.I.D. assistance hereunder will be applied to the installments of Principal in the inverse order of their maturity.

(b) The right to require such a refund of a Loan disbursement will continue, notwithstanding any other provision of this Agreement, for three (3) years from the date of the last disbursement under this Agreement.

(c) If A.I.D. determines that A.I.D. is entitled to reimbursement under the provisions of Section 9 of this Agreement, A.I.D. may require the Borrower to refund the amount of such Loan disbursement(s) for which there is an entitlement to reimbursement to A.I.D. in U.S. Dollars within sixty (60) days after receipt of request therefor. Such refunds shall be considered as a reduction in the amount of A.I.D.'s Loan obligation under the Agreement but may be made available for reuse under the Loan portion of the Agreement if authorized

by A.I.D. in writing. Any refund which reduces the amount of A.I.D. assistance hereunder will be applied to the installments of Principal in the inverse order of their maturity.

Section 11.7: Non-waiver of Remedies. No delay in exercising or omitting to exercise any right, power, or remedy accruing to A.I.D. under this Agreement will be construed as a waiver of such rights, powers or remedies.

Article 12: Miscellaneous

Section 12.1: Implementation Letters. From time to time, for the information and guidance of both parties, A.I.D. will issue Implementation Letters describing the procedures applicable to the implementation of this Agreement. Except as permitted by particular provision of this Agreement, Implementation Letters will not be used to amend or modify the text of this Agreement.

Section 12.2: Representatives. For all purposes relevant to this Agreement, the Borrower/Grantee will be represented by the individual holding or acting in the Office of the Additional Secretary, Joint Secretary and the Deputy Secretary for Economic Affairs Division. A.I.D. will be represented by the individual holding or acting in the Office of the Director, USAID Mission

to Pakistan. As provided in Section 4.1(c), the names of the representatives of the Borrower/Grantee, with specimen signatures, will be provided to A.I.D., which may accept as duly authorized any instrument signed by such representatives in implementation of this Agreement, until receipt of written notice of revocation of this authority.

Section 12.3: Communication. Any notice, request, document or other communication submitted by either party to the other under this Agreement will be in writing or by telegram or cable, and will be deemed duly given or sent when delivered to such party at the following addresses :-

To the Borrower/Grantee

Mail Address: Economic Affairs Division
Government of Pakistan
Islamabad (Pakistan)

Alternative address for cables: ECONOMIC ISLAMABAD

To A.I.D.

Mail Address: USAID/Pakistan
Islamabad

Alternative address for cables: USAIDPAK ISLAMABAD

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All such communications will be in English, unless the parties otherwise agree in writing. Other addresses may be substituted for the above upon the giving of notice. The Borrower/Grantee will provide the USAID Mission with an original and one copy of each communication sent to A.I.D.

IN WITNESS WHEREOF, the Borrower/Grantee and the United States of America, each acting through its duly authorized representatives, have caused this Agreement to be signed in their names and delivered as of the day and year first above written.

GOVERNMENT OF PAKISTAN

By: Ejaz A. Naik

Name: Ejaz A. Naik

Title: Secretary
Economic Affairs Division

UNITED STATES OF AMERICA

By: Ronald I. Spiers

Name: Ronald I,Spiers

Title: Ambassador of the United States of America

By: Donor M. Lion

Name: Donor M. Lion

Title: Director, USAID/Pakistan

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Agreement Between the
UNITED STATES OF AMERICA
and PAKISTAN

Signed at Islamabad April 15, 1982

S9.10:

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PAKISTAN

Agricultural Commodities

Agreement signed at Islamabad April 15, 1982;
Entered into force April 15, 1982.

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AGREEMENT

BETWEEN

THE GOVERNMENT OF THE UNITED STATES OF AMERICA

AND

THE GOVERNMENT OF PAKISTAN

FOR

SALES OF AGRICULTURAL COMMODITIES

Dated: April 15, 1982

AGREEMENT BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA
AND
THE GOVERNMENT OF PAKISTAN
FOR THE SALES OF AGRICULTURAL COMMODITIES UNDER
THE PUBLIC LAW 480 TITLE I[1] PROGRAM

The Government of the United States of America and the Government of Pakistan agree to the sale of agricultural commodities specified below. This Agreement shall consist of the Preamble and Parts I and III of the Agreement signed March 25, 1980,[2] together with the following Part II:

PART II - PARTICULAR PROVISIONS

Item 1. Commodity Table

Commodity	Supply Period (US Fiscal Year)	Approximate Quantity (MT)	Maximum Export Market Value ($ Million)
Vegetable Oil	1982	110,000	50.0
Total			50.0

Item II. Payment Terms Convertible Local Currency Credit (CLCC)

A. Initial Payment - Five (5) percent;

B. Currency Use Payment - None for Section 104(A) purposes;

C. Number of Installment Payments - Thirty-one (31);

D. Amount of Each Installment Payment - Approximately equal annual amounts;

E. Due Date of First Installment Payment - Ten (10) years after date of last delivery of commodities in each calendar year;

F. Initial Interest Rate - Two (2) percent;

G. Continuing Interest Rate - Three (3) percent;

[1] 68 Stat. 455; 7 U.S.C. §1701 *et seq.*
[2] TIAS 9782; 32 UST.

Item III. Usual Marketing Table

Commodity	Import Period (US Fiscal Year)	Usual Marketing Requirements (MT)
Edible vegetable oil and/or oil bearing seeds (oil equivalent basis)	1982	307,000 MT (of which at least 81,400 shall be imported from the U.S.A.)

Item IV. Export Limitations

A. The Export Limitation Period:

The export limitation period shall be United States Fiscal Year 1982, or any subsequent United States Fiscal Year during which commodities financed under this Agreement are being imported or utilized.

B. Commodities to Which Limitations Apply:

For the purposes of Part I, Article III (A) (4) of this Agreement, the commodities which may not be exported are: soybean/cottonseed oil, sunflower oil, sesame oil, and any other edible vegetable oil or oil bearing seeds from which these oils are produced.

Item V. Self-Help Measures

A. The Government of Pakistan agrees to undertake self-help measures to improve the production, storage, and distribution of agricultural commodities. The following self-help measures shall be implemented to contribute directly to development progress in poor rural areas and enable the poor to participate actively in increasing agricultural production through small farm agriculture.

B. The Government of Pakistan agrees to undertake the following:

1. To review and to establish for long term production considerations a set of farm gate prices for non-traditional oilseed crops at a level sufficient to provide an incentive to farmers to increase production and to overcome reluctance to plant new crops.

2. To use proceeds from this Agreement to finance the Ghee Corporation's programs for expanding the purchase and processing of non-traditional oilseed crops in order to meet demand over the long term.

3. To review and, if necessary, revise the controlled price of hydrogenated vegetable oil (vegetable ghee) to take into account the full cost of agricultural production and processing with a view to stimulating production of oilseeds and curbing consumer demand for hydrogenated vegetable oil (vegetable ghee). Such prices will be commensurate with full cost of production also taking into consideration the cost of imported edible oil CIF Karachi.

4. To provide additional resources to finance a comprehensive oilseed research program that includes provincial research establishments. Particular emphasis will be given to varietal trials, adaptation of appropriate equipment, fertilizer trials, water management, cropping systems and the economic analysis of same.

5. To review laws, regulations, policies, or controls which constrain private enterpreneures from investing in the production, processing and marketing of oilseeds.

6. To provide support to an oilseed study which, inter alia, assesses the comparative advantage in Pakistan of expanding oilseed production in the light of ready availability on the world market for edible oils as well as other considerations.

7. To maintain the present favorable agricultural policy environment for wheat production, to maintain and bolster the present input-output price relationships for wheat which have led to increased production.

8. To permit an equitable availability of wheat for private marketing channels, the Government of Pakistan will continue to limit the sale of wheat through ration shops and will continue its efforts to eliminate bogus ration cards.

9. To increase domestic storage capacity for wheat and to facilitate procurement operations at harvest time, additional wheat storage facilities will be built in Pakistan.

C. Use of Proceeds:

1. The rupee proceeds from the sale of commodities provided under this Agreement will be credited to the Federal Consolidated Fund of the Government of Pakistan. The Government of Pakistan agrees to credit these proceeds to a special subsidiary account to be named "FY 1982 PL-480."

2. The Government of Pakistan agrees to consult the U.S. Government prior to the allocation of funds to various projects from this special account. Releases from the special account to the projects will be made by the Government of Pakistan based on mutually agreed upon allocations.

3. Such sales proceeds may be used for the self-help measures set forth above and for such other development purposes in the agriculture, rural development, water resources, population, education, and health sectors as may be mutually agreed upon. The Government of Pakistan and the U.S. Government may also agree to the use of sales proceeds for development projects that promote alternatives to opium production.

D. Reports and Reviews:

1. By September 30, 1982, the Government of Pakistan agrees to provide a written report which will include but not be limited to:

   (a) Progress on implementing the self-help measures set out in Item V (B) above;

   (b) A comparison of achievements and benchmarks to determine the progress achieved in meeting the self-help measures set out in Item V (B) above; and

   (c) A review of the levels of funding being released to carry out the self-help measures.

2. As long as balances remain in the special account established pursuant to Item V (C) above, the Government of Pakistan shall provide semi-annual reports on how the proceeds have been used to directly benefit the needy in accordance with item V and VI of Part II of this Agreement. The report will be submitted by September 30, 1982 and subsequent reports will be provided at six months intervals.

3. The Government of Pakistan agrees to convene meetings not less than every six months for the purpose of consulting on the agreed purposes for which the sales proceeds generated under this Agreement will be used, to review actual disbursement and physical progress against agreed benchmarks, to review those self-help provisions which require policy change and to discuss such other matters as may be agreed. The first meeting will be held

within three months of the final delivery of commodities under this Agreement.

VI. Economic Development Purposes for which Proceeds Accruing to Importing Country are to be Used.

A. The proceeds accruing to the importing country from the sale of commodities financed under this Agreement will be used for financing the self-help measures set forth in the Agreement, and for development in the agriculture, rural development, water resources, population, education, and health sector, in a manner designed to increase the access of the poor in the recipient country to an adequate, nutritious and stable food supply.

B. In the use of proceeds for these purposes emphasis will be placed on directly improving the lives of the poorest of the Pakistani people and their capacity to participate in the development of their country.

IN WITNESS WHEREOF, the respective representatives, duly authorized for the purpose, have signed the present Agreement. Done at Islamabad, in duplicate, the fifteenth day of April, 1982.

FOR THE GOVERNMENT OF PAKISTAN

By: _____

Name: Ejaz A. Naik

[SEAL]

Title: Secretary,
Economic Affairs Division

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

By: _____

Name: Ronald I. Spiers

[SEAL]

Title: Ambassador of the United States of America

GPO 1985 47-432(12800)

10383

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10383

ROWLAND PUBLIC LIBRARY
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DEPOSITORY 425

REMOTE SENSING

Acquisition of Satellite Data

Agreement Between the
UNITED STATES OF AMERICA
and INDIA

Extending the Memorandum of
Understanding of January 3, 1978

Effected by Exchange of Letters
Signed at Washington and Andhra Pradesh
April 6 and 19, 1982

S9. 10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89-497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

For sale by the Superintendent of Documents, U.S. Government Printing Office
Washington, D.C. 20402

INDIA

Remote Sensing: Acquisition of Satellite Data

Agreement extending the memorandum of understanding of January 3, 1978.
Effected by exchange of letters
Signed at Washington and Andhra Pradesh April 6 and 19, 1982;
Entered into force April 19, 1982;
Effective January 3, 1982.

The Director of International Affairs, National Aeronautics and Space Administration, to the Director of the National Remote Sensing Agency of India

NASA
National Aeronautics and
Space Administration

Washington, D.C.
20546

APR 6 1982

Reply to Attn of: LID-18

Professor B. L. Deekshatulu
Director
National Remote Sensing Agency (NRSA)
Plot No. 4, Sardar Patel Road
P.O. Box 1519
Secunderabad 500 003
Andhra Pradesh
INDIA

Dear Professor Deekshatulu:

I am writing to propose an extension of NASA's Memorandum of Understanding with the National Remote Sensing Agency (NRSA) of India for reception of experimental Landsat data at the Hyderabad Ground Station. The Memorandum of Understanding entered into force for a period of four years commencing January 3, 1976.[1] It is subject to extension by mutual agreement of NRSA and NASA.

As you already know, the U.S. has begun planning for an operational land remote sensing satellite system to follow the current NASA experimental Landsat program. Current plans call for the phased transfer from NASA to the National Oceanic and Atmospheric Administration (NOAA) of the Landsat-D and D' system with NOAA interim management until establishment of a private sector system authorized by the U.S. Government. Landsat ground station operators will be kept informed by the U.S. Government of plans for transfer of the Landsat-D system from NASA, for direct reception of sensor data during the period of NOAA interim management, for data pricing structure and for establishment of the private sector system. It is understood that NOAA plans to conclude agreements for direct reception by foreign ground stations prior to the transfer of the Landsat-D system from NASA.

Taking into account such planning, NASA would therefore propose an extension of the above NRSA/NASA MOU dated January 3, 1978 for Landsat reception to remain in effect until the turnover of Landsat operations from NASA or until September 30, 1983, whichever comes first. The MOU may be further extended by mutual agreement of NRSA and NASA should NASA's experimental Landsat program extend beyond the September 30, 1983 date.

[1] TIAS 9074; 29 UST 4688.

If this proposal is acceptable to NRSA, we propose that this letter, together with your affirmative response, constitute the basis for an extension of the NRSA/NASA MOU for Landsat data reception.

Sincerely,

Kenneth S. Pedersen
Director of International Affairs

I certify that this is a true copy of the original letter.

Col. George Ojalehto
OES/SAT
Department of State

The Director of the National Remote Sensing Agency of India to the Director of International Affairs, National Aeronautics and Space Administration

टेलीग्राम : रिमोसेन
TELEGRAM : REMOSEN
टेलेक्स :
TELEX 155-522

टेलीफोन :
TELEPHONE : 73839

PROF.B.L.DEEKSHATULU
DIRECTOR INCHARGE

नेशनल रिमोट सेन्सिंग ऐजन्सी
NATIONAL REMOTE SENSING AGENCY
न 4, सरदार पटेल रोड, डाक बाक्स नं 1519
NO 4, SARDAR PATEL ROAD, POST BOX NO. 1519
सिकन्दाबाद-500003, आन्ध्र प्रदेश, भारत.
SECUNDERABAD-500 003. ANDHRA PRADESH (INDIA)

No.NRSA/ESD/174/82 /3285 19th April 1982

Dear Dr.Pedersen,

Kindly refer to your letter No.LID-18, dated 6th April 1982 on the question of renewal of Memorandum of Understanding (MOU) between the two countries for reception of data from the Landsat series of experimental satellites. The contents of your letter are acceptable to us. It is also the understanding of my Government that the availability of data under the provision of the aforesaid Memorandum of Understanding shall not prejudice any rights and obligations of the parties under international law, which will be established in future with respect to remote sensing activities.

As suggested, we propose that your letter and this reply to your letter constitute the agreement for extension of the NRSA-NASA Memorandum of Understanding for Landsat data reception until September 30, 1983 or until the turn-over of Landsat operations from NASA to NOAA, whichever is earlier. The MOU may be further extended by mutual agreement of NRSA and NASA should NASA's experimental Landsat program extend beyond the September 30, 1983 date.

Yours sincerely,

(BL DEEKSHATULU)

Dr.Kenneth S.Pedersen
Director of International Affairs
National Aeronautics and Space
Administration
WASHINGTON D.C. 20546
U.S.A

10 384

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10384

REIMBURSEMENT OF INCOME TAXES

Agreement Between the
UNITED STATES OF AMERICA
and the SOUTH PACIFIC COMMISSION

Effected by Exchange of Notes
Dated at Suva and Noumea December 21, 1981
and April 28, 1982

S 9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89-497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

For sale by the Superintendent of Documents, U.S. Government Printing Office
Washington, D.C. 20402

SOUTH PACIFIC COMMISSION

Reimbursement of Income Taxes

Agreement effected by exchange of notes
Dated at Suva and Noumea December 21, 1981 and April 28, 1982;
Entered into force April 28, 1982;
Effective January 1, 1982.

The American Embassy to the South Pacific Commission

The Embassy of the United States of America presents its compliments to the South Pacific Commission (SPC) and has the honor to propose that the Government of the United States and the South Pacific Commission (SPC) conclude a Tax Reimbursement Agreement in accordance with which the SPC will reimburse its staff members who are United States citizens, or who are otherwise liable to pay United States Federal income tax, for those United States Federal income taxes that these staff members have paid on SPC income as specified below. An advance payment made by the SPC relating to the estimated tax liability of a staff member during a current year will be treated as reimbursement, provided that such payment is effected by an instrument jointly payable to the internal revenue service and the staff member.

An income tax reimbursement charge will be payable by the Government of the United States, subject to the availability of funds, to compensate the SPC for the expenditure it has made. This charge will cover reimbursements made by the SPC for United States Federal income tax on the following categories of SPC income:

Basic salary
Post allowance that is based on the cost of living
Travel on appointment or on separation
Installation allowance
Removal, shipment or storage of household effects
Education allowance and education travel grant
Home leave travel

Travel on annual leave from designated duty station

Family visit travel

Representation

Language allowance

Dependency grant

Payments made specifically to compensate a staff member for the United States Federal income tax for which the staff member is liable or has paid.

The charge payable by the Government of the United States will not include reimbursement for interest or fines paid on income tax, taxes on pensions or lump sum payments related to pensions, or taxes paid to any state or local government within the United States.

The Government of the United States will reimburse for each taxpayer an amount not to exceed the Federal income tax that would be due if the specified categories of SPC income were the taxpayer's only income, taking into account any special tax benefits available to United States taxpayers employed abroad, as well as the deductions and personal exemptions generally allowed.

This Agreement does not cover SPC staff members who are paid from voluntary funds, nor tax on income from any source other than the SPC.

The SPC will maintain separate accounting of the tax reimbursements covered by this Agreement. To help insure the accountability of the program, the SPC, after securing the written permission of the American and other staff members liable to pay United States Federal income tax, will provide the Department of State with a list of participating staff members and their United States social security numbers for forwarding to the United States internal revenue service for income tax filing record checks.

The Government of the United States will reimburse the SPC on the basis of a certification that reimbursements have been made by the SPC to United States citizens or others liable to pay United States Federal income tax. The certifications will set forth the names and United States social security numbers of the staff members reimbursed, the total of SPC income against which the United States Federal income tax has been paid, the amount paid to each staff member in each of the categories of income specified above, the amount of tax reimbursed to each staff member by the year in which reimbursement was made, and the amount of tax reimbursed to each staff member by the year for which reimbursement was made.

This Agreement will enter into force January 1, 1982. It shall apply with respect to reimbursements made by the SPC on taxes paid on SPC income earned in 1982 or thereafter.

This Agreement may be terminated by either party, effective one year from the date on which written notice of termination is given.

This Agreement supersedes the Agreement on Reimbursement of Income Taxes between the Government of the United States and the SPC signed at Suva and Noumea March 31 and April 15, 1980.[1]

The Embassy of the United States proposes that the present Note and your reply thereto will constitute an agreement between the Government of the United States and the SPC for the purpose of regulating the reimbursement of income tax.

The Embassy of the United States avails itself of this opportunity to renew to the South Pacific Commission the assurances of its highest consideration.

Embassy of the United States of America,
Suva, December 21, 1981.

[1] TIAS 9752; 32 UST 1025.

The Secretary-General of the South Pacific Commission to the American Embassy

CABLE ADDRESS
SOUTHPACOM NOUMEA
TELEPHONE 26.20.00
TELEX SOPACOM 139 NM

SOUTH PACIFIC COMMISSION
POST BOX D5
NOUMEA CEDEX
NEW CALEDONIA

ADRESSE TELEGRAPHIQUE
SOUTHPACOM NOUMEA
TELEPHONE 26.20.00
TELEX SOPACOM 139 NM

COMMISSION DU PACIFIQUE SUD
BOITE POSTALE D5
NOUMEA CEDEX
NOUVELLE-CALEDONIE

In reply, please quote SPC 1/2/3/2

PLEASE ADDRESS REPLY TO
THE SECRETARY-GENERAL

The Secretary-General of the South Pacific Commission presents his compliments to the Embassy of the United States of America, and acknowledges receipt of the Embassy's Note of December 21, 1981 proposing the conclusion of an agreement by which the Government of the United States would compensate the South Pacific Commission for the reimbursement of the United States Federal income tax that the South Pacific Commission may make to its staff members.

The terms and conditions set forth in the Embassy's Note are acceptable, and the South Pacific Commission concurs with the Embassy's proposal that its Note and this reply constitute an agreement between the Government of the United States and the South Pacific Commission for the purpose of regulating the reimbursement of income tax.

The Secretary-General thanks the Embassy of the United States of the Note and avails himself of this opportunity to renew to the Embassy of the United States the assurance of his highest consideration.

PACIFIC COMMISSION
COMMISSION DU PACIFIQUE SUD

Noumea,
28 April 1982

10385

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10385

GENERAL AGREEMENT ON TARIFFS AND TRADE

SEP
U. S. DEPT. PUBS.
DEPOSITORY 376

Procès-Verbal of Rectification
to the THIRD CERTIFICATION of
CHANGES to SCHEDULES to the
AGREEMENT of October 23, 1974

Signed at Geneva April 20, 1982

S9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89-497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

For sale by the Superintendent of Documents, U.S. Government Printing Office
Washington, D.C. 20402

MULTILATERAL

General Agreement on Tariffs and Trade

Procès-verbal of rectification to the third certification of changes to schedules to the agreement of October 23, 1974.
Signed at Geneva April 20, 1982;
Entered into force April 20, 1982.

ACCORD GÉNÉRAL
SUR LES TARIFS DOUANIERS
ET LE COMMERCE

GENERAL AGREEMENT
ON TARIFFS AND TRADE

TÉLÉPHONE: (022) 31 02 31
TÉLÉGRAMMES: GATT, GENÈVE
TÉLEX: 28 787 GATT CH

Centre William Rappard
Rue de Lausanne 154
CH-1211 GENÈVE 21

RÉFÉRENCE: GLI/254

THIRD CERTIFICATION OF CHANGES TO SCHEDULES TO THE GENERAL AGREEMENT ON TARIFFS AND TRADE, [1] DONE AT GENEVA ON 23 OCTOBER 1974[2]

PROCES-VERBAL OF RECTIFICATION OF CERTIFIED TRUE COPIES

I, the undersigned, Arthur Dunkel, Director-General to the CONTRACTING PARTIES to the General Agreement on Tariffs and Trade, having compared the authentic text of the Third Certification of Changes to Schedules to the General Agreement on Tariffs and Trade, done at Geneva on 23 October 1974, with the certified true copies furnished with my letter of 6 February 1975, GLI/254, have found that in the printing of the certified true copies one page (394) relating to Schedule XIII - New Zealand has been omitted. The omitted page is annexed herewith for inclusion in the certified true copies after page 406.

In witness whereof I have signed the present Procès Verbal, on 20 April 1982.

TROISIEME CERTIFICATION DE CHANGEMENTS APPORTES AUX LISTES ANNEXEES A L'ACCORD GENERAL SUR LES TARIFS DOUANIERS ET LE COMMERCE, FAITE A GENEVE LE 23 OCTOBRE 1974

PROCES-VERBAL DE RECTIFICATION DE COPIES CERTIFIEES CONFORMES

Je, soussigné, Arthur Dunkel, Directeur général des PARTIES CONTRACTANTES à l'Accord général sur les tarifs douaniers et le commerce, ayant confronté le texte authentique de la Troisième Certification de changements apportés aux Listes annexées à l'Accord général sur les tarifs douaniers et le commerce, faite à Genève le 23 octobre 1974, avec les copies certifiées conformes qui étaient jointes à ma lettre en date du 6 février 1975 (GLI/254), ai constaté l'omission, dans le texte imprimé des copies certifiées conformes, d'une page (la page 394) relative à la Liste XIII - Nouvelle-Zélande. La page omise est annexée au présent procès-verbal aux fins d'insertion dans lesdites copies, après la page 406.

En foi de quoi j'ai signé le présent procès-verbal le 20 avril 1982.

ARTHUR DUNKEL

Director-General
Geneva

Directeur général
Genève

[1] TIAS 1700; 61 Stat., pts. 5 and 6.
[2] TIAS 8214; 26 UST 3083.

SCHEDULE XIII - NEW ZEALAND

PART II - (continued)

Tariff Item Number	Description of Products	Rate of Duty
	Other brooms and brushes etc. - continued	
	Brushes:	
96.02.01 96.02.02	Tooth, denture and nail	27½% or 5c each whichever rate re- turns the higher duty
96.02.03 96.02.04	Hair	27½% or 10c each whichever rate re- turns the higher duty
96.02.05	Paint, including artists' brushes	27½%
96.02.11	Toilet brush sets	27½% or 20c each whichever rate re- turns the higher duty
96.02.19	Other	27½%
96.03.00	Prepared knots and tufts for broom or brush making	27½%

GPO 1985 47-435 (2800)

10386

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10386

MAPPING, CHARTING AND GEODESY

Agreement Between the
UNITED STATES OF AMERICA
and MOROCCO

Signed at Rabat April 29, 1982

S9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89-497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

For sale by the Superintendent of Documents, U.S. Government Printing Office
Washington, D.C. 20402

MOROCCO

Mapping, Charting and Geodesy

Agreement signed at Rabat April 29, 1982;
Entered into force April 29, 1982.

AGREEMENT BETWEEN

LA DIVISION DE LA CARTOGRAPHIE

DIRECTION DE LA CONSERVATION FONCIERE

ET DES TRAVAUX TOPOGRAPHIQUES

MOROCCO

AND

THE DEFENSE MAPPING AGENCY

UNITED STATES DEPARTMENT OF DEFENSE

CONCERNING

MAPPING, CHARTING AND GEODESY COOPERATION

ARTICLE I

PURPOSE

The purpose of this Agreement is to establish an understanding between the Division de la Cartographie, (Direction de la Conservation Foncière et des Travaux Topographiques), Morocco and the United States Defense Mapping Agency, hereinafter referred to as the cooperating agencies, concerning cooperation and mutual assistance in mapping, charting, and geodesy, as well as the exchange of maps, charts, and related data, and to serve as the basic reference in the implementation of the said cooperation.

ARTICLE II

SCOPE OF AGREEMENT

1. The cooperating agencies shall participate jointly in the development of United States Defense Mapping Agency technical assistance to complement relevant programs developed by the Moroccan Division de la Cartographie (Direction de la Conservation Foncière et des Travaux Topographiques). The program areas of consideration comprise topographic mapping, hydrographic charting, aeronautical charting, related digital data, geodetic survey, geodetic computations and adjustment, gravity surveys, military geographic information and training.

2. The cooperating agencies shall also participate jointly in the exchange of printed maps and charts; geodetic, geophysical, and gravity data; reproduction material; and publications and other materials related thereto.

3. The specific arrangements for technical assistance and exchange of products will be specified in separate Annexes to this Agreement.

ARTICLE III

MUTUAL OBLIGATIONS

It is understood that any action taken by either of the cooperating agencies under this Agreement will be subject to the requirements of domestic laws and the availability to that agency of personnel, materials, and funds for the purpose.

ARTICLE IV

STATUS OF U.S. PERSONNEL AND EQUIPMENT IN MOROCCO

Members of the U.S. Armed Forces, civilian employees of the United States, and contractor personnel entering, present in or exiting from Morocco in connection with this Agreement shall be accorded rights, privileges and immunities identical to those accorded the administrative and technical staff of the United States Embassy of comparable rank.

ARTICLE V

PROTECTIVE RESTRICTIONS

1. Any security classification or other release restrictions specified by the releasing authority of either cooperating agency will be applied and enforced by the recipient.

2. For uses of either Government, no copyright restrictions will apply to any maps or charts produced or provided by either government under the terms of this Agreement.

ARTICLE VI

DATE OF ENTRY INTO FORCE AND SIGNATURE

This Agreement shall enter into force upon signature by the authorized representatives of the Government of Morocco and of the Government of the United States of America. The Agreement shall remain in effect until the mapping, charting, and geodetic cooperative projects are completed, or until one year after either of the cooperating agencies shall have notified the other of its intention to terminate this Agreement. The undersigned, being duly authorized, have signed this Agreement, in English and in French. The English language text shall be considered by the parties as the governing text in the event of conflict between the different language texts. Done in duplicate, in French and in English, at Rabat, this twenty-ninth day of April one thousand nine hundred and eighty-two.

HAKAM Abdelmajid
Ingénieur en Chef,
Chef de la Division
de la Cartographie
For the Directeur de
la Conservation Foncière et
des Travaux Topographiques

ROBERTA MUNSKE
For the Director
Defense Mapping Agency

A C C O R D

ENTRE LA DIVISION DE LA CARTOGRAPHIE (DIRECTION DE LA CONSERVATION FONCIERE ET DES TRAVAUX TOPOGRAPHIQUES, DU MAROC).

-=-=-=-

E T

-=-=-=-

THE DEFENSE MAPPING AGENCY
DU DEPARTEMENT DE LA DEFENSE DES ETATS UNIS
CONCERNANT
LA COOPERATION EN MATIERE DE
CARTOGRAPHIE, ET DE GEODESIE.

-=-=-

ARTICLE I.

Le but du présent accord est d'établir une entente entre la Division de la Cartographie (Direction de la Conservation foncière et des Travaux Topographiques) du MAROC et la Défense Mapping Agency des ETATS-UNIS, dénoméesci-après "Agences Coopérantes", dans les domaines de la Coopération et de l'Assistance mutuelle en matière de cartographie, de géodésie ainsi que l'échange de cartes, de plans et des données y afférents et de servir comme base de référence pour l'exécution de la dite coopération.

ARTICLE II.

PORTEE DE L'ACCORD.

1. Les Agences Coopérantes participeront en commun au développement de l'assistance technique de la Défense Mapping Agency des ETATS-UNIS aux fins de développer les programmes cartographiques complémentaires entrepris par la Division de la Cartographie du MAROC. Les domaines de ce programme comprennent la cartographie topographique, hydraugraphique, aéronautique, les données digitalisées, les travaux géodésiques, les travaux de gravimétrie ainsi que les informations géographiques militaires et la formation de courte durée.

2. Les Agences Coopérantes participeront conjointement à l'échange des cartes imprimées, et plans, à l'échange des données géodésiques, géophysiques et gravimétriques ainsi que les éléments de reproduction et des publications diverses et tout autre matériel y relatif.

3. Les modalités spécifiques relatives à l'assistance technique et aux échanges des produits seront définies dans des annexes séparées à cet accord.

ARTICLE III.

OBLIGATIONS MUTUELLES.

Il est entendu, que chaque action entreprise par l'une des "Agences Coopérantes" dans le cadre de cet accord, sera soumise aux exigences des lois nationales,à la disponibilité en personnel, en matériel et des fonds destinés à ce but.

ARTICLE IV.

SITUATION DU PERSONNEL ET EQUIPEMENTS U.S. AU MAROC.

Il sera accordé aux membres des Forces Militaires des ETATS UNIS, employés civils des Etats Unis, et le personnel contractant, entrant, présent ou sortant du MAROC lié à cet accord ; les droits, les privilèges et immunité identiques à ceux accordés au personnel administratif et technique du même rang de l'Ambassade des ETATS UNIS.

ARTICLE V.

RESTRICTIONS.

1°) Toutes publications portant la mention "secret, confidentiel, ou diffusion restreinte etc..." spécifiées par l'autorité délivrante de l'une ou de l'autre des Agences Coopérantes seront respectées par le receptionnaire.

2°) Pour l'usage par l'un ou l'autre des deux gouvernements, aucune restriction de droit de publication ne s'appliquera à toutes cartes et plans produits ou fournis par l'un ou l'autre des deux gouvernements au terme du présent Accord.

ARTICLE VI.

DATE D'ENTREE EN VIGUEUR ET SIGNATURE.

Le présent accord entrera en vigueur dès sa signature par les représentants autorisés du Gouvernement du MAROC et du Gouvernement des ETATS UNIS D'AMERIQUE. L'accord restera en vigueur jusqu'au moment où les projets de coopération en matière de cartographie, et de géodésie seront achevés, ou bien une année à partir de la date de notification de l'une des agences de son intention de résilier le présent accord. Les soussignés, étant dûment autorisés, ont signé le présent accord en double exemplaire en français et en anglais. Les deux parties considèrent que le texte en langue anglaise prime en cas de contradiction avec l'autre texte.

FAIT en deux exemplaires, en Français et en Anglais

à RABAT, ce JEUDI 29 AVRIL MILLE NEUF CENT QUATRE VINGT DEUX.

HAKAM ABDELMAJID
INGENIEUR EN CHEF,
CHEF DE LA DIVISION
DE LA CARTOGRAPHIE

POUR LE DIRECTEUR
DE LA CONSERVATION
FONCIERE ET DES
TRAVAUX TOPOGRAPHIQUES.

ROBERTA MUNSKE

POUR LE DIRECTEUR DE LA
DEFENSE MAPPING AGENCY DES
ETATS UNIS D'AMERIQUE.

GPO: 1985 47-436(12800)

10387

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10387

TRADE IN TEXTILES AND TEXTILE PRODUCTS

Agreement Between the
UNITED STATES OF AMERICA
and SRI LANKA

Amending the Agreement of
July 7, 1980, as Amended

Effected by Exchange of Notes
Signed at Colombo April 20 and 29, 1982

S 9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89–497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

For sale by the Superintendent of Documents, U.S. Government Printing Office
Washington, D.C. 20402

SRI LANKA

Trade in Textiles and Textile Products

Agreement amending the agreement of July 7, 1980, as amended.
Effected by exchange of notes
Signed at Colombo April 20 and 29, 1982;
Entered into force April 29, 1982.

The American Ambassador to the Sri Lankan Secretary, Ministry of Trade and Shipping

EMBASSY OF THE
UNITED STATES OF AMERICA

Colombo, April 20, 1982

Dear Sir,

I have the honor to refer to sub-paragraph 2(B)(3) of the agreement between the United States of America and Sri Lanka relating to trade in cotton, wool, and man-made fiber textiles and textile products, with annexes, effected by exchange of notes July 7, 1980[1] (The Agreement).

On behalf of my government, I have the honor to propose that Annex B of The Agreement be amended to establish the following sub-limits within category 340/341/640/641 during the third agreement year:

Category	Sub-Limit (Dozens)
(340)	(411,950)
(341)	(412,164)
(640)	(80,357)
(641)	(412,164)

If this proposal is acceptable to your government, this note and your note of confirmation on behalf of your government shall constitute an Amendment to The Agreement.

Accept, Sir, the renewed assurance of my highest consideration.

John H. Reed[2]

Mr. W. L. P. de Mel,

Secretary,

Ministry of Trade and Shipping,

Sri Lanka

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[1] TIAS 9869, 10168; 32 UST; 33 UST.
[2] John H. Reed.

The Sri Lankan Secretary, Ministry of Trade and Shipping, to the American Ambassador

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රක්ෂණ මන්දිරය, 21, වෝක්ෂෝල් වීදිය, කොළඹ 2
வர்த்தக, கப்பற் போக்குவரத்து அமைச்சு,
ரக்ஷண மந்திரயா, 21, வோக்ஷோல் வீதி, கொழும்பு 2
MINISTRY OF TRADE AND SHIPPING,
Rakshana Mandiraya, 21, Vauxhall Street, Colombo 2
P. O. Box
Telephone 33481-4

My No. ICRJ/A/147(E)-(111) Your No.

Date 14 April 1982.

H.E. John H. Reed,
Ambassador of the United States
of America,
44, Galle Road,
Colombo 3.

Your Excellency,

I have the honour to acknowledge the receipt of the proposal contained in your note dated April 20, 1982 which reads as follows :-

"I have the honor to refer to sub-paragraph 2(B)(3) of the agreement between the United States of America and Sri Lanka relating to trade in cotton, wool, and man-made fiber textiles and textile products, with annexes, effected by exchange of notes July 7, 1980 (The Agreement).

On behalf of my government, I have the honor to propose that Annex B of the Agreement be amended to establish the following sub-limits within Category 340/341/640/641 during the third agreement year:

Category	Sub-Limit (Dozens)
(340)	(411,950)
(341)	(412,164)
(640)	(80,357)
(641)	(412,164)

If this proposal is acceptable to your government, this note and your note of confirmation on behalf of your government shall constitute an Amendment to The Agreement."

I confirm that the proposal set out in this note is acceptable to the Government of Sri Lanka.

Accept, Excellency, the assurances of my highest consideration.

(W.L.P. de Mel)
Secretary
Ministry of Trade & Shipping.

GPO 1985 47-572 (1 2800)

10388

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10388

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DEFENSE

Construction of Military Facilities

Agreement Between the
UNITED STATES OF AMERICA
and SAUDI ARABIA

Extending the Agreement of
May 24 and June 5, 1965, as
Extended

Effected by Exchange of Notes
Dated at Jidda November 25, 1981 and
May 10, 1982

S9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89-497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

For sale by the Superintendent of Documents, U.S. Government Printing Office
Washington, D.C. 20402

SAUDI ARABIA

Defense: Construction of Military Facilities

Agreement extending the agreement of May 24 and June 5, 1965, as extended.
Effected by exchange of notes
Dated at Jidda November 25, 1981 and May 10, 1982;
Entered into force May 10, 1982;
Effective May 24, 1982

The American Embassy to the Saudi Arabian Ministry of Foreign Affairs

No. 822

The Embassy of the United States of America presents its compliments to the Royal Ministry of Foreign Affairs of the Kingdom of Saudi Arabia and has the honor to refer to continuing discussions between both governments regarding the further extension of the Agreement for Military Construction of May 24 and June 5, 1965.[1]

As a result of these discussions, the Embassy has the honor to propose that the Agreement be extended for an additional period of three years beginning on May 24, 1982, and that this Note, together with the reply of the Royal Ministry to that effect, shall constitute an agreement between the two governments which shall enter into effect on that date.

The Embassy of the United States of America avails itself of the opportunity to renew to the Royal Ministry of Foreign Affairs the assurances of its highest consideration.

Embassy of the United States of America

Jidda, November 25, 1981

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[1] TIAS 5830, 10226; 16 UST 890; 33 UST.

The Saudi Arabian Ministry of Foreign Affairs to the American Embassy

الرقم ١/٣٦١٢/٩٥
التاريخ ١٤٠٢/٧/١٦
الموافق
المرفقات

المملكة العربية السعودية
وزارة الخارجية

تهدى وزارة الخارجيه أطيب تحياتها الى سفارة الولايات المتحده بجده .

وبالاشارة الى مذكرة السفارة المحترمه رقم ٨٢٢ وتاريخ ٢٩ محرم ١٤٠٢ هـ الموافق ٢٥ نوفمبر ١٩٨١م بشأن اقتراح الحكومة الأمريكيه بتمديد اتفاقية الانشاءات العسكريه لمدة ثلاث سنوات اخرى اعتبارا من ٢٤ مايو ١٩٨٢م.

يسر الوزاره اخبار السفارة المحترمه بموافقة الجهات المختصه على ذلك .

وتنتهز الوزاره هذه الفرصه لتعرب لها عن أطيب تحياتها .

جدة

TRANSLATION

Kingdom of Saudi Arabia
Ministry of Foreign Affairs

Reference No. 97/20/36/1
Date: 7/17/1402 H

May 10, 1982

The Ministry of Foreign Affairs presents its compliments to the Embassy of the United States in Jidda and has the honor to refer to the Embassy's note No. 822, dated Muharram 29, 1402, corresponding to November 25, 1981, concerning the proposal of the United States Government for further extension of the Agreement for Military Construction for three years beginning May 24, 1982. The Ministry is pleased to inform the Embassy of its approval of the proposed extension.

The Ministry avails itself of this opportunity to express to the Embassy the assurances of its highest consideration.

[SEAL]

GPO 1985 47-573 (2800)

All issues available have
been filmed.
Unfortunately, any
scattered missing issues
are no longer available.

10390

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10390

AGRICULTURAL COMMODITIES

Agreement Between the
UNITED STATES of AMERICA
and TUNISIA

Signed at Tunis May 17, 1982

with

Minutes of Negotiation

S9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89-497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

For sale by the Superintendent of Documents, U.S. Government Printing Office
Washington, D.C. 20402

TUNISIA

Agricultural Commodities

Agreement signed at Tunis May 17, 1982;
Entered into force May 17, 1982.
With minutes of negotiation.

READEX FICHE best copy available

AGREEMENT BETWEEN THE

GOVERNMENT OF THE UNITED STATES OF AMERICA

AND

THE GOVERNMENT OF THE REPUBLIC OF TUNISIA

FOR THE SALE OF AGRICULTURAL COMMODITIES

The Government of the United States of America and the Government of the Republic of Tunisia agree to the sale of the agricultural commodities specified below. This Agreement shall consist of the Preamble and Parts I and III of the Title I Agreement signed on June 7, 1976,[1] together with the following Part II:

PART II - PARTICULAR PROVISIONS

Item I - Commodity Table:

Commodity	Supply Period (U.S. Fiscal Year)	Approximate Quantity (Metric Tons)	Maximum Export Market Value (Millions)
Wheat	1982	57,000	Dollars $10.0
Totals		57,000	Dollars $10.0

Item II - Payment Terms:

Dollar Credit (DC)

1. Initial Payment: Fifteen (15) percent;
2. Currency Use Payment: None;
3. Number of Installment Payments: Nineteen (19);
4. Amount of Each Installment Payment: Approximately equal annual amounts;

[1] TIAS 8506; 28 UST 1234.

5. Due Date of First Installment Payment: Two (2) years after the date of the last delivery of commodities in each calendar year:

6. Initial Interest Rate: Three (3) percent;

7. Continuing Interest Rate: Four (4) percent.

Item III - Usual Marketing Table:

Commodity	Import Period (U.S. Fiscal Year)	Usual Marketing Requirement (Metric Tons)
Wheat	1982	370,000

Item IV - Export Limitations

A. The Export Limitation Period:

The Export Limitation Period shall be the U.S. Fiscal Year 1982 or any subsequent U.S. Fiscal Year during which the commodities financed under this Agreement are being imported or utilized.

B. Commodities To Which Limitations Apply:

For the purpose of Part I, Article III A. 4. of this Agreement, the commodities which may not be exported are: wheat, wheat flour, rolled wheat, semolina, farina and bulgur (or the same products under different names).

Item V - Self-Help Measures:

A. The Government of Tunisia has established increased agricultural production and rural income, and improved distribution of income as major long-term objectives and as specific objectives of its Sixth Development Plan. In consideration of the financial support provided by the Government of the United States under this Agreement, the Government of Tunisia agrees to assign priority to the specific measures described below to increase agricultural production and to improve distribution of income.

These measures will be implemented so as to contribute directly to the development progress in rural areas and to enable the rural poor to participate in increased agricultural production.

B. In order to implement the program envisioned in the March, 1981 PL 480 Title I Program Paper, the Government of Tunisia has decided, in accordance with the objectives of the Sixth Plan, to undertake the following self-help activities to enable the poor, smaller farmers to participate in increasing agricultural production. The Government of Tunisia agrees to provide adequate financial, technical, and managerial resources for the implementation of these measures:

1. Expand the level and improve the scheduling of nitrogenous fertilizer imports.

(a) Maintain and provide financing for the Sixth Plan target for nitrogen consumption equivalent of 100,000 MT of ammonium nitrate in 1981-82 (from an actual level of 79,000 MT in 1980-81) and 116,000 MT in 1982-83.

(b) Accelerate importations so that the total needs for 1982-83 (May 1 - April 30) plus an additional amount for a strategic reserve of at least 20,000 MT (136,000 MT total) are to be imported by Tunisia before the end of February, 1983. The scheduling between May, 1982 and February, 1983, should be such as to insure adequate supplies are at all points at all times.

2. Maintain an adequate supply of triple-super phosphate (TSP) in the distribution system to permit at least a seven (7) percent increase in the consumption of TSP equivalent during the 1982-83 crop period.

3. Improve the distribution system for fertilizer.

(a) Institute a significant increase in margins for different fertilizer distributors.

(b) Undertake construction of nine regional depots with approximately a total capacity of 80,000 MT for buffer stocks and have sufficient capacity in operation to handle the increased nitrogen stock level projected for February, 1983.

4. Conduct essential fertilizer-research and disseminate information via public and private channels.

(a) Initiate physical research on alternative lower-cost forms of fertilizer such as diammonium phosphate (DAP), urea and direct application of ammonia (NH_3) or aqueous solutions of ammonia.

(b) Study the comparative costs per nutrient-kilogram of these and presently used fertilizers in relation to yield-response from the points of view of both the farmer and the national economy.

(c) Develop information material on fertilizer use for dissemination by private fertilizer dealers.

5. Initiate a multi-year study of factors constraining a greater use of yield-improving inputs on small and medium-size farms.

6. Continue programs to expand and improve extension, soil testing services and credit, especially for inputs, and to serve small and medium-size farmers.

7. Continue support for programs to increase the storage and handling capacity for basic agricultural commodities, especially cereals, at national, regional and community levels.

8. Support research to develop superior varieties of forage alfalfa (Medicago spp.) and cereal grains adapted to local conditions and resistant to major plant diseases in Tunisia. Building on information generated by the Special Foreign Currency Research Projects, it will include collection and evaluation of indigenous Medicago and cereal grain varieties, and breeding trials of the ones most likely to produce commercial varieties. Indigenous Medicagos also will be studied for their potential utility in cropping rotations to reduce soil erosion and in providing livestock fodder during the fallow season.

Item VI - Economic Development Purposes for Which Proceeds Accruing to the Recipient Country Are to be Used:

A. The Government of Tunisia allots the proceeds accruing from the sale of the commodities financed under this Agreement to finance the self-help measures set forth in the Agreement, and for the development sectors of agricultural and rural development, in a manner designed to increase the access of the most disadvantaged population to an adequate, nutritious and stable food supply.

B. In the use of proceeds for these purposes, the Government of Tunisia intends to pay particular attention to improving the lives of the most disadvantaged population and its capacity to participate in the development of Tunisia.

IN WITNESS WHEREOF, the respective representatives, duly authorized for the purpose, have signed the present Agreement.

DONE AT TUNIS, this seventeenth day of May 1982, in two original copies in both the English and French languages, both texts being equally authentic.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

WALTER L. CUTLER
Ambassador
Embassy of the United States of America at Tunis

[SEAL]

FOR THE GOVERNMENT OF THE REPUBLIC OF TUNISIA

AHMED BEN ARFA
Director General
of International Cooperation

[SEAL]

PUBLIC LAW 480 TITLE I [1] SALES AGREEMENT

MINUTES OF NEGOTIATION

During the month of April, 1982, representatives of the Republic of Tunisia's Ministry of Foreign Affairs, Ministry of Plan and Finances, Ministry of National Economy, and Ministry of Agriculture, met in a series of meetings with representatives of the U.S. Embassy and the A.I.D. Mission to negotiate an agreement amending certain portions of the June 7, 1976, Public Law 480 (PL 480) Title I Sales Agreement between the Government of the United States of America and the Government of the Republic of Tunisia.

SECTION I - SELF-HELP AND USE OF SALES PROCEEDS

1. During the negotiations, the U.S. representatives recalled certain sections and provisions of PL 480, e.g.:

(a) Section 106 (b) provides that in negotiating sales agreements, emphasis shall be placed on the use of proceeds from the sale of the commodities in the recipient country for purposes which directly improve the lives of the poorest of the recipient country's people and their capacity to participate in the development of their country. Greatest emphasis is required to be placed on the use of such proceeds to carry out programs of agricultural development, rural development, nutritional planning and population planning.

---

[1] 68 Stat. 455; 7 U.S.C. § 1701 *et seq.*

(b) Section 109 (a) requires that, before entering into agreements for sale of commodities, the President shall consider the extent to which the recipient country is undertaking self-help measures to increase the per capita production and improve the means for storage and distribution of agricultural commodities. Furthermore, the President shall take into particular account the extent to which these measures are being carried out in ways designed to contribute directly to the development progress in poor rural areas and to enable the poor to participate actively in increasing agricultural production through small farm agriculture.

(c) Section 109 (d), which has been recently enacted, requires that in each agreement or amendment, the economic development and self-help measures which the recipient country agrees to undertake shall be described, to the maximum extent feasible, (1) in specific and measurable terms; and (2) in a manner which ensures that the poor people in the recipient country will be the major beneficiaries of the self-help measures pursuant to each agreement. Furthermore, the President shall, to the maximum extent feasible, take appropriate steps in each agreement entered into under Title I and in each amendment to such an agreement: (1) to assure that measures agreed to are additional to the measures that the recipient country otherwise would have undertaken irrespective of that agreement or amendment; and (2) to determine whether the economic development and self-help provisions of each agreement or amendment entered into are being fully carried out.

2. Throughout the discussions, it was noted that this 1982 Agreement is a part of the Multi-Year Title I strategy which is being initiated this year. It was agreed that certain steps in the Tunisian program would be expanded consistent with the self-help measures described in this Agreement and the March, 1981, Program Paper defining the Tunisian PL 480 Title I Multi-Year Proposal. An aide-mémoire, Annexes A and B, developed through the common agreement of the two parties will assure the monitoring of the implementation of the self-help activities envisioned in the Agreement. It was also agreed that the parties would discuss periodically the progress of the individual program activities. It was further noted that achievement of these self-help measures would be a key factor among those governing the future availabilities of Title I financing and that both parties would use their best efforts to continue to achieve the Multi-Year Title I strategy.

3. Also, it was recognized that a sample survey of small and medium farmers is being conducted by the Ministry of Agriculture which will estimate small and medium farmers' use, access to, and knowledge of nitrogenous fertilizer.

4. The Ministry of Agriculture also agreed to continue or complete a number of studies supporting the Multi-Year activity, specifically:

(a) Stepped-up agronomic studies of fertilizer response in major Tunisian crops under local soil and climatic conditions.

(b) Preparation for expansion of soil testing through existing facilities and others to be established.

(c) A comparative study of the costs of alternative ways of providing fertilizer credit to be completed by the summer of 1982, in time for decisions to be made the following summer.

5. With respect to the specific Self-Help Measures of this year's Agreement, these were found to be generally self-explanatory. However, both parties stressed that in regard to the Self-Help Measures, the Tunisian Government has planned to take the following actions:

(a) Expand public fertilizer retail-sales outlets and encourage the expansion of private and cooperative fertilizer retail-sales outlets, including forty-one new facilities to be constructed.

(b) Expand the number of agricultural extension offices by 60 and provide additional in-service training to approximately 200 extension agents.

(c) Complete two laboratory facilities and initiate services for soil, water and plant tissue analyses.

(d) Increase the funding of production credit for cereals and the vegetables by approximately 27 million Tunisian dinars and make appropriate budget increases for other crops as well.

(e) Initiate the program for reinforcement of national storage capacity for cereals by an additional 100,000 metric tons.

6. It was agreed that the accelerated effort to certify land titles will result in the granting of a large number of possession certificates at a faster rate.

7. With respect to the Self-Help Measure concerning extension, it was especially noted that two-way communication flows to be encouraged between agents and farmers, on one hand, and agents and researchers on the other.

SECTION II - SUPPLEMENTAL INFORMATION

During these meetings, the terms of the proposed Agreement were reviewed and approved by all parties. In addition, the U.S. representatives explained that in order to expedite (a) the signing of the Agreement and (b) the implementation of the Agreement after signature, including the timely purchase and shipment of commodities not later than September 30, 1982, the Government of the Republic of Tunisia should:

1. Advise the U.S. Embassy in Tunisia of the following information:

(a) Type and grade of commodity to be purchased in accordance with official U.S. commodity (grain) grading standards.

(b) Proposed contracting and delivery schedule, i.e., delivery means the delivery of grain to the vessels in U.S. ports.

(c) Assurances that appropriate Government of Tunisia authorities are prepared to open Letters of Credit and to make prompt transfer of funds to cover (1) the initial payment of fifteen (15) percent and (2) the ocean freight costs for the commodities purchased under the Agreement.

(d) Name and complete address of (1) the bank in Tunisia and (2) the U.S. commercial bank through which Letters of Credit will be opened for commodity and ocean freight payments.

(e) Assurances that adequate storage and handling facilities will be available at the time the commodities purchased under the Agreement are exported from the U.S. to prevent unreasonable loss or spoilage.

(f) Assurances that the provision of the commodities financed under the Agreement would not act as a substantial disincentive to Tunisia's domestic agricultural production and marketing efforts.

2. Provide the Embassy of the Government of Tunisia in Washington with:

(a) Information described in Section II, paragraphs 1.(a), (b), (c), and (d) above.

(b) Complete instructions for and the authority to promptly request commodity Purchase Authorizations in writing, to purchase commodities, and to contract for ocean transportation (including the appointment of purchasing and/or shipping agents, if applicable).

(c) Instructions to contact the Program Operations Division, Export Credits Section, Foreign Agricultural Service, U.S. Department of Agriculture (Telephone: (Area Code 202) 447-5780) for further assistance in implementing the Agreement.

SECTION III - OPERATIONAL DATA

The U.S. representatives called attention to various operational procedures and reporting requirements as discussed below:

1. Public Law 480 Title I Regulatory and Legislative requirements mandate that purchases of agricultural food commodities under Title I agreements must be made on the basis of Invitations for Bids (IFB's) publicly advertised in the United States and on the basis of Bids (offers) which shall conform to the IFB's. Bids must be received and publicly opened in the United States. All awards under IFB's must be consistent with open, competitive and responsive bid procedures.

2. Terms of all IFB's (including IFB's for ocean freight) must be approved, prior to issuance, by the General Sales Manager, Foreign Agricultural Service, U.S. Department of Agriculture. In addition, if the commodity IFB's issued by the Government of Tunisia require a performance bond, the requirement must be fair to both buyer and seller. Officials of the U.S. Department of Agriculture are developing performance bond language which satisfies these concerns and which may be used in commodity IFB's; these officials will be available to coordinate the utilization of this performance bond language with the Tunisian Government's purchasing officials in the United States.

3. Commissions, fees or other payments to any selling agent, employed or engaged by the supplier to obtain a contract, are prohibited in any purchase of food commodities under Title I agreements.

4. If the Government of Tunisia nominates a purchasing or shipping agent to procure commodities or arrange ocean transportation under the Agreement, the Government of Tunisia must notify the General Sales Manager, Foreign Agricultural Service, U.S. Department of Agriculture in writing, of such a nomination and attach a copy of the proposed agency agreement. All purchasing and shipping agents must be approved by the General Sales Manager, Foreign Agricultural Service, U.S. Department of Agriculture in accordance with regulatory standards designed to eliminate certain potential conflicts-of-interest.

5. The Government of Tunisia must take appropriate measures to ensure that operable and irrevocable Letters of Credit for both commodity and ocean freight payments will be issued, advised or confirmed, by a U.S. commercial bank previously designated by the Government of Tunisia, immediately after the commodities are purchased and ocean freight is booked.

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6. The Government of Tunisia must open Letters of Credit for all (100 percent) of ocean freight costs, not later than forty-eight (48) hours prior to vessel presentation for loading, providing for sight payment or acceptance of a draft in U.S. dollars in favor of the ocean transportation supplier on the basis of the tonnage and rates specified in the applicable charter or booking note. Furthermore, commodity and ocean freight suppliers may refuse to load vessels when acceptable Letters of Credit for payments of commodity or ocean freight costs are not available at the time of vessel loading. This can result in costly claims by vessel owners (demurrage) and by commodity suppliers (carrying charges).

7. If an ocean freight contract provides for demurrage/dispatch, ninety (90) percent of the ocean freight must be paid promptly on arrival of the cargo. The remaining ten (10) percent, less dispatch if any, should be paid promptly to the carrier upon completion of the laytime statement. If there is any dispute as to the amount of dispatch, the vessel owner should receive that portion of the final ten (10) percent which is not in dispute. Claims against the carrier for damaged or lost cargo should be pursued through normal channels and not deducted from the ocean freight payments.

8. Reporting is an essential part of the PL 480 Title I sales program. Accordingly, the Government of Tunisia is responsible for the timely submission of reports required under the Standard Provisions of the Agreement as follows: Compliance Progress; Shipping and Arrival Information (ADP) Sheets; Self-Help; and Use of Sales Proceeds. Timely submission of the various reports is important because the information in them must be presented to the U.S. Congress on a regular schedule; failure to submit timely, accurate and substantive reports may delay the processing of future Title I requests. The Self-Help Report should contain sufficient details and explicit narrative to accurately convey to the U.S. Congress the extent of the progress achieved and to demonstrate that Title I proceeds in an amount equal to the disbursement have been used or will be used for the economic development purposes defined in Title I agreements.

9. The timing for submission of the reports to the U.S. Embassy is as follows:

(a) Progress Report on Compliance: Quarterly twenty (20) days after the close of each quarter, i.e., due on January 20, April 20, July 20, and October 20.

(b) Progress Report on Self-Help: Annually sixty (60) days after the close of the U.S. fiscal year, i.e., due on December 1.

(c) Shipping and Arrival Information (ADP) Sheets: For each shipment, ten (10) days after receiving from the U.S. Embassy the pertinent sheet covering each shipment.

(d) Use of Sales Proceeds: Annually nine (9) months after the close of each Tunisian fiscal year, i.e., due on September 30.

IN WITNESS WHEREOF, the respective representatives, duly authorized for the purpose, have signed the present Agreement.

DONE AT TUNIS, this seventeenth day of May 1982, in two original copies in both the English and French languages, both texts being equally authentic.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

WALTER L. CUTLER
Ambassador
Embassy of the United States of America at Tunis

FOR THE GOVERNMENT OF THE REPUBLIC OF TUNISIA

AHMED BEN ARFA
Director General
of International Cooperation

ANNEX A

PL 480 PROGRAM IMPLEMENTATION SCHEDULE - GOVERNMENT OF TUNISIA

(March 1982 to April 1983)

March 1982

- Transmit self-help report.
- Participate with A.I.D. in joint review of past year's progress and reach consensus on appropriate activities for the next year for the PL 480 self-help section.
- Begin preparation of a detailed 1982-83 implementation plan.
- Begin collection of 1982 "Enquete de Base" with expanded schedule containing new inputs section.

April 1982

- Conduct quarterly review of fertilizer situation and prepare 1982-83 schedule of imports.
- Initiate work on detailed computer program and analysis for Phase I study of small farmer constraints using 1982 "Enquete de Base" data.
- Negotiate and sign 1982 PL 480 Agreement.

May-July 1982

- Finalize schedule and arrangements for cereal imports under PL 480.
- Start construction of new fertilizer storage depots.
- Prepare detailed analytical plan for Phase I inputs using constraints analysis.
- Complete editing, punching and testing of schedules.
- Ministry of Agriculture completes review of 1983 agency budget.
- Announce decision of new private dealer and cooperative margin for AN and TSP.

July-September 1982

- Conduct quarterly fertilizer situation review.
- Plan and initiate research on costs/benefits of alternative forms of fertilizer.
- Finalize decision on arrangements for other approximately 40 wholesale/retail fertilizer facilities.
- Complete initial Phase I inputs/constraints computer runs.
- Complete literature review on alternative forms of fertilizer.

October-December 1982

- Complete Phase I constraints analysis tables.
- Initiate field-work on new forms of fertilizer.
- Complete Phase II initial research plan.
- Conduct quarterly fertilizer situation review.
- Complete review of other elements of program, i.e., Extension, Research, Soil Testing, Credit, Studies, etc.
- By end of period, have first fertilizer depots almost completed.
- Start work on other wholesale/retailer facilities, if they are to involve public construction.
- Complete review of adequacy of measures to stimulate private and cooperative distribution of fertilizer.

January-March 1983

- Complete first fertilizer depots.
- Complete draft of Phase I inputs use/constraints study.
- Complete final arrangements for Phase II constraints study including field testing of schedules.

March 1983

- Prepare and present basic data on progress.
- Participate in annual joint review.
- Discuss with A.I.D. actions planned for 1983-84 to be part of 1983 PL 480 Agreement.

April 1983

- Negotiate and sign 1983 PL 480 Agreement.
- Initiate field work on Phase II constraints study.
- Initiate additional action needed on various other elements such as, expansion in the fertilizer distribution system, measures to improve extension, research, credit, and soil testing.

ANNEX B

PL 480 PROGRAM IMPLEMENTATION SCHEDULE - U.S. GOVERNMENT

(March 1982 to April 1983)

March 1982

- Review past year's activities and results.
- Participate in joint discussions to reach a concensus on appropriate actions for 1982-83 which will be a basis for proposed self-help provisions for 1982 PL 480 Agreement.
- Draft and transmit to AID/W proposed negotiating instructions covering self-help provisions.

April 1982

- Sign 1982 PL 480 Agreement.

May-July 1982

- Issue Purchase Authorizations for commodities.

March 1982 to April 1983

- Monitor progress in program implementation, particularly for nitrogen.

April - July 1982

- Review projects to identify areas where A.I.D. assistance might be directed more specifically to support the PL 480 program, particularly:
    - Research on old and new forms of fertilizer and their relative costs and benefits to farmers and the national economy;
    - Expansion in credit;

- Expansion in extension and soil testing;
- Study of constraints faced by small farmers; and
- Study of additional measures needed to improve fertilizer supply, scheduling and distribution.

- Arrange resources to assist where feasible.

February 1983

- Arrange for participation in 1982-83 review.

March 1983

- Receive annual GOT report.
- Participate in annual joint GOT-AID progress review.
- Discuss action requirements for 1983-84 to be basis for self-help provisions.
- Draft proposed self-help clauses and transmit to AID/W.

April 1983

- Negotiate and sign 1983 PL 480 Agreement.

ACCORD

entre

LE GOUVERNEMENT DES ETATS-UNIS D'AMERIQUE

et

LE GOUVERNEMENT DE LA REPUBLIQUE TUNISIENNE

POUR LA VENTE DE PRODUITS AGRICOLES

Le Gouvernement des Etats-Unis d'Amérique et le Gouvernement de la République Tunisienne conviennent de la vente des produits agricoles ci-dessous mentionnés. Cet Accord est composé du préambule et des Parties I et III de l'Accord du Titre I signé le 7 juin 1976, ainsi que de la Partie II ci-après.

PARTIE II - DISPOSITIONS PARTICULIERES

Article I. Tableau des Produits:

Produits	Période de livraison (Année Budgétaire Américaine)	Quantité approximative (Tonnes Métriques)	Valeur maximale sur le marché d'exportation (Millions)
Blé	1982	57.000	$10,0
Totaux		57.000	$10,0

Article II. Modalités de Paiement:

Crédit en Dollars (CD)

1. Paiement Initial - Quinze (15) pour cent;
2. Paiement pour l'Utilisation du Pays Exportateur: Néant;
3. Nombre de Versements: Dix-neuf (19);
4. Montant de Chaque Versement: En tranches annuelles à peu près égales;
5. Date d'Echéance du Premier Versement: Deux (2) ans après la date de la dernière livraison des denrées pour chaque année civile;
6. Taux d'Intérêt Initial: Trois (3) pour cent;
7. Taux d'Intérêt des Autres Paiements: Quatre (4) pour cent.

Article III. Tableau des Achats Commerciaux Habituels:

Produit	Période d'Importation (Année Budgétaire Américaine)	Achats Commerciaux Habituels Requis (Tonnes Métriques)
Blé	1982	370.000

Article IV. Limitation des Exportations:

A. Période Limite des Exportations

La Période Limite des Exportations sera l'Année Budgétaire Américaine 1982 ou toute Année Budgétaire Américaine subséquente durant laquelle les produits financés dans le cadre de cet Accord seront importés ou utilisés.

B. Produits auxquels s'appliquent ces Limites:

Aux fins de l'Article III. A. 4. de la Partie I de cet Accord, les produits non exportables sont: le blé, la farine de blé, les flocons de blé, la semoule, la farine et le bulgur (ou les mêmes produits différemment nommés).

Article V - Mesures d'Auto-Assistance:

A. Le Gouvernement Tunisien a établi l'augmentation de la production agricole et des revenus ruraux ainsi que l'amélioration de la répartition de ces revenus, ses principaux objectifs à long terme aussi bien que les objectifs spécifiques de son 6e Plan. Tenant compte du soutien financier apporté par le Gouvernement des Etats-Unis dans le cadre de cet Accord, le Gouvernement Tunisien convient de donner la priorité aux mesures spécifiques décrites ci-dessous pour augmenter la production agricole et les revenus et pour améliorer la répartition de ces derniers. Ces mesures seront mises en oeuvre de manière à contribuer directement à promouvoir le développement dans les zones rurales et à permettre aux populations rurales désavantagées de participer au développement de la production agricole.

B. Afin d'exécuter le programme envisagé dans le Document du Programme du Titre I de la Loi Publique 480 de mars 1981, le Gouvernement Tunisien a décidé, conformément aux objectifs du 6e Plan, d'entreprendre les activités d'auto-assistance suivantes en vue de permettre aux petits exploitants agricoles désavantagés de participer à l'accroissement de la production agricole. Le Gouvernement Tunisien convient de fournir les moyens financiers, techniques et administratifs adéquats pour l'exécution de ces mesures:

1. Augmenter le volume et améliorer le calendrier des importations d'engrais azotés.

(a) Maintenir et assurer un financement en vue de permettre d'atteindre l'objectif du 6e Plan en matière de consommation d'engrais azotés qui est fixée à l'équivalent de 100.000 tonnes métriques de nitrate d'ammonium pour l'année 1981-82 (contre 79.000 tonnes métriques en 1980-81) et 116.000 tonnes métriques pour l'année 1982-83.

(b) Accélérer l'importation de manière à ce que les besoins totaux nécessaires pour 1982-83 (1er mai 1982 - 30 avril 1983) plus une quantité supplémentaire de réserve stratégique d'au moins 20.000 tonnes métriques (soit au total 136.000 tonnes métriques) soient importées dans le pays avant la fin de février 1983. La programmation des approvisionnements entre mai 1982 et février 1983 devrait être telle qu'un approvisionnement convenable soit assuré en tous points, en toutes périodes.

2. Maintenir un approvisionnement aussi convenable en super phosphate triple (PST) au niveau du réseau de distribution pour permettre une croissance dans la consommation d'au moins sept (7) pour cent d'équivalent de PST pendant la campagne 1982-83.

3. Améliorer le réseau de distribution d'engrais.

(a) Procéder à une augmentation importante de la marge de distribution pour les différents distributeurs d'engrais.

(b) Procéder à la mise en oeuvre de la construction de 9 centres de stockage-tampon régionaux prévus d'une capacité totale d'environ 80.000 tonnes métriques et disposer d'une capacité opérationnelle suffisante pour faire face à l'augmentation projetée du niveau des stocks d'ammonitre pour le mois de février 1983.

4. Entreprendre des recherches fondamentales portant sur les engrais et diffuser les informations obtenues par voie des circuits publics et privés.

(a) Commencer des recherche sur l'utilisation d'autres types d'engrais plus économiques tels que le diammonium de phosphate (DAP), l'urée et l'application directe d'ammoniaque (NH3) ou solutions aqueuses d'ammoniaque.

(b) Etudier le coût comparatif par kilogramme nutritif de ces engrais et des engrais actuellement utilisés, du point de vue de leurs effets sur la production d'une part, et sur l'économie nationale, d'autre part.

(c) Préparer des bulletins d'information sur l'utilisation des engrais en vue de leur diffusion par les revendeurs privés d'engrais.

5. Commencer une étude pluriannuelle sur les facteurs empêchant les petits et moyens exploitants d'utiliser davantage d'intrants permettant une amélioration des rendements.

6. Poursuivre les programmes destinés d'une part à développer et à améliorer la vulgarisation, les services d'analyse des sols et le crédit, notamment pour les intrants, et d'autre part, à servir les petits et moyens exploitants agricoles.

7. Continuer à appuyer les programmes destinés à accroître la capacité de manutention et de stockage des produits agricoles de première nécessité, et en particulier des céréales, et ce aux niveaux national, régional et local.

8. Appuyer la recherche destinée à développer des variétés supérieures de luzerne (medicago spp.) et de céréales adaptées aux conditions locales et résistantes aux principales maladies des plantes en Tunisie. En se fondant sur des données générées par les Projets Spéciaux de Recherche en Devises Etrangères (Special Foreign Currency Research Projects) ceci comprendra la collection et l'évaluation de variétés locales de medicago et de céréales, des essais génétiques de celles qui, le plus vraisemblablement, peuvent produire des variétés commercialisables. Les médicagos locaux seront également étudiés du point de vue de leur utilité potentielle tant dans les assolements permettant de réduire l'érosion du sol que dans la fourniture, pendant la saison de jachère, de fourrage destiné au bétail.

Article VI. Buts de Développement Economique auxquels doit être affecté le Produit des Ventes revenant au pays importateur

A. Le Gouvernement Tunisien destine le montant des sommes tirées de la vente des produits agricoles, au titre de cet Accord au financement des mesures d'auto-assistance énoncées dans l'Accord, et aux secteurs de développement rural et agricole conçu de manière à permettre aux populations déshéritées un accès accru à un approvisionnement alimentaire adéquat, nutritif et stable.

B. A cet effet, en utilisant le produit des ventes, le Gouvernement Tunisien entend s'attacher à améliorer directement, d'une part,

conditions de vie des populations déshéritées et, d'autre part, leur capacité de participer au développement de la Tunisie.

EN FOI DE QUOI, les représentants respectifs, dûment autorisés à cet effet, ont signé le présent Accord.

Fait à Tunis, le dix-sept mai 1982, en deux exemplaires originaux, en langue anglaise et en langue française, les deux textes faisant également foi.

POUR LE GOUVERNEMENT
DES ETATS-UNIS D'AMERIQUE

WALTER L. CUTLER
Ambassadeur des Etats-Unis
d'Amérique à Tunis

[SEAL]

POUR LE GOUVERNEMENT
DE LA REPUBLIQUE TUNISIENNE

AHMED BEN ARFA
Directeur Général
de la Coopération Internationale

[SEAL]

ACCORD DE VENTES DU TITRE I DE LA LOI PUBLIQUE 480

PROCES-VERBAL DES NEGOCIATIONS

Des représentants des Ministères des Affaires Etrangères, du Plan et des Finances, de l'Economie Nationale et de l'Agriculture de la République Tunisienne ont tenu, au cours du mois d'avril 1982, une série de réunions avec des représentants de l'Ambassade des Etats-Unis d'Amérique et de la Mission A.I.D. pour négocier un Accord amendant certaines parties de l'Accord de Ventes du Titre I de la Loi Publique 480 (PL 480) signé le 7 juin 1976 entre le Gouvernement des Etats-Unis d'Amérique et le Gouvernement de la République Tunisienne.

SECTION I - AUTO-ASSISTANCE ET UTILISATION DU PRODUIT DES VENTES

1. Durant les négociations, les représentants américains ont rappelé certaines sections et dispositions de la Loi Publique 480, par exemple:

(a) La Section 106 (b) stipule qu'en négociant des accords de ventes, on devra particulièrement insister sur le fait que l'utilisation du produit de ces ventes dans le pays bénéficiaire doit être axée sur les objectifs liés directement à l'amélioration des conditions de vie de ses populations les plus pauvres et leur capacité à participer au développement de leur pays. Ainsi, il est exigé que le produit de ces ventes doit servir à la réalisation de programmes de développement agricole, de développement rural, de planification nutritionnelle et de planning familial.

(b) La Section 109 (a) de la PL 480 stipule qu'avant de signer des accords sur la vente de produits, le Président tiendra compte du niveau des efforts entrepris par le pays bénéficiaire dans la mise en oeuvre des mesures d'auto-assistance destinées, d'une part à accroître la production agricole par tête d'habitant et, d'autre part, à améliorer les installations d'entreposage et le réseau de distribution des produits agricoles. En outre, le Président tiendra particulièrement compte du degré selon lequel ces

mesures sont en train d'être exécutées suivant des méthodes destinées, d'une part, à contribuer directement au développement du progrès des régions rurales pauvres et, d'autre part, à inciter la participation active des populations déshéritées dans l'accroissement de la production des petites exploitations agricoles.

(c) Section 109 (d) qui a été récemment introduite, requiert que dans chaque accord ou amendement, le développement économique et les mesures d'auto-assistance que le pays bénéficiaire convient d'entreprendre doivent être décrits, dans toute la mesure du possible (1) en termes spécifiques mesurables, et (2) d'une manière qui assure que les populations pauvres du pays bénéficiaire seront les principales bénéficiaires des mesures d'auto-assistance entreprises en application de cet accord. En outre, le Président prendra, dans toute la mesure du possible, des mesures appropriées dans chaque accord signé dans le cadre du Titre I et dans chaque amendement apporté à un tel accord (1) pour s'assurer que les mesures convenues viendront s'ajouter aux mesures que le pays bénéficiaire aurait prises indépendamment de cet accord ou amendement, et (2) pour déterminer si les dispositions relatives au développement économique et à l'auto-assistance de chaque accord ou amendement signé, sont pleinement observées.

2. Durant les discussions, il a été noté que l'Accord actuel pour 1982 constitue une partie de la stratégie pluriannuelle du Titre I mise en application à partir de cette année. Il a été convenu que certaines mesures dans le programme tunisien seraient élargies conformément aux mesures d'auto-assistance décrites dans cet Accord et dans le Document du Programme, préparé en Mars 1981 définissant la proposition pluriannuelle faite par la Tunisie dans le cadre du Titre I de la PL 480. Un aide-mémoire en Annexes A et B établi d'un commun accord entre les deux parties

assurera le suivi de l'exécution des mesures d'auto-assistance prévues dans l'Accord. Il a également été convenu que les parties discuteraient périodiquement du progrès des activités individuelles du programme. Il a, en outre, été noté que l'exécution de ces Mesures d'Auto-Assistance serait le principal facteur parmi tous les facteurs qui devraient régir les futures disponibilités des fonds du Titre I, et que les deux parties s'efforceraient de leur mieux de poursuivre l'exécution de la stratégie pluriannuelle du Titre I.

3. Il a été également précisé qu'une enquête sur échantillon des petits et moyens exploitants agricoles est actuellement effectuée par le Ministère de l'Agriculture et permettra d'évaluer l'utilisation et l'accès des petits et moyens exploitants aux engrais azotés et leurs connaissances à cet égard.

4. Le Ministère de l'Agriculture a également convenu de poursuivre ou d'achever un certain nombre d'études qui soutiennent le programme pluri-annuel, notamment:

(a) Des études agronomiques poussées concernant la réaction des principales cultures tunisiennes à l'application d'engrais dans des conditions locales de climat et de sol.

(b) La préparation de l'expansion des analyses du sol au moyen des installations existantes et d'autres à créer.

(c) Une étude comparative des coûts des différentes formules d'octroi de crédits de toute nature pour l'acquisition d'engrais qui devrait être achevée en été 1982 pour permettre la prise de décision l'été suivant.

5. En ce qui concerne les Mesures spécifiques d'Auto-Assistance au titre de l'Accord de cette année, il a été constaté que ces mesures, en général, s'expliquaient d'elles-mêmes. Cependant, les deux parties ont souligné que, dans le cadre des Mesures d'Auto-Assistance, le Gouvernement Tunisien envisage d'entreprendre les actions suivantes:

(a) Multiplier des points publics et inciter à la multiplication des points privés et coopératifs pour la vente d'engrais au détail, y compris quarante et un (41) nouveaux dépôts à construire.

(b) Augmenter le nombre des cellules de vulgarisation agricole de soixante (60) et fournir une formation complémentaire sur le tas à environ 200 agents de vulgarisation.

(c) Achever les installations de deux laboratoires et commencer les prestations de services en matière d'analyses du sol, de l'eau et des tissus cellulaires des plantes.

(d) Augmenter le financement des crédits de campagne pour les céréales et les cultures maraîchères d'erviron 27 millions de dinars tunisiens, et accorder également des augmentations appropriées de l'enveloppe pour d'autres cultures.

(e) Entamer le programme de renforcement de la capacité nationale de stockage des céréales de 100,000 tonnes métriques additionnelles.

6. Il a été convenu que l'effort accéléré dans la procédure d'homologation des titres de propriété se traduira par l'attribution d'un plus grand nombre de certificats de possession à un rythme plus rapide.

7. En ce qui concerne la Mesure d'Auto-Assistance concernant la vulgarisation, il a été souligné en particulier que la communication dans les deux sens doit être encouragée tant entre les vulgarisateurs et les exploitants, qu'entre les vulgarisateurs et les chercheurs.

SECTION II - INFORMATIONS SUPPLEMENTAIRES

Durant ces réunions, les clauses de l'Accord proposé ont été examinées et approuvées par toutes les parties. En outre, les représentants américains ont expliqué que dans le but d'accélérer (a) la signature de l'Accord et (b) la mise en exécution de l'Accord après signature, y compris l'achat et l'expédition à temps par bateau des produits avant le 30 septembre 1982, le Gouvernement Tunisien devrait:

1. Fournir à l'Ambassade des Etats-Unis d'Amérique les renseignements suivants:

(a) Type et grade des céréales à acheter en respectant les normes officielles de qualité des produits (céréales) appliquées aux Etats-Unis.

(b) Proposition d'un calendrier pour la passation des contrats et la livraison; par livraison on entend livraison des céréales aux bateaux dans les ports américains.

(c) Des assurances que les autorités compétentes du Gouvernement Tunisien sont prêtes à ouvrir des lettres de crédit et à effectuer des transferts rapides de fonds pour assurer (1) le paiement initial de quinze (15) pour cent et (2) le paiement du montant du fret maritime correspondant aux produits achetés au titre de l'Accord.

(d) Le nom et l'adresse complète de (1) la banque tunisienne et (2) de la banque commerciale américaine par l'intermédiaire de laquelle des Lettres de Crédit pour le paiement des produits et du fret maritime seront ouvertes.

(e) Des assurances que des installations adéquates pour le stockage et la manutention seront disponibles au moment où les produits achetés au titre de l'Accord quitteront les Etats-Unis et ce, afin d'éviter toutes pertes ou avaries anormales.

(f) Des assurances que la fourniture des produits financés au titre de l'Accord n'entravera pas d'une manière significative les efforts entrepris par le Gouvernement Tunisien dans les domaines de la production agricole et de la commercialisation.

2. Donner à l'Ambassade de Tunisie à Washington:

(a) Les renseignements décrits à la Section II aux paragraphes 1 (a), (b), (c) et (d), ci-dessus.

(b) Des directives complètes et les pouvoirs nécessaires pour habiliter l'Ambassade de Tunisie à Washington à demander par écrit les Autorisations de Cession des produits, à procéder à l'acquisition des produits et à passer des contrats pour le transport maritime (y compris la désignation des agents responsables des achats et/ou des agents maritimes, si nécessaire).

(c) Des directives pour contacter la "Program Operations Division, Export Credits Section, Foreign Agricultural Service", du Département Américain de l'Agriculture (Téléphone (Inficatif: 202) 447-5780) au cas où davantage d'aide s'avérerait nécessaire en vue de l'exécution de l'Accord.

SECTION III - DONNEES OPERATIONNELLES

Les représentants américains rappelèrent diverses procédures opérationnelles et exigences en matière de rapports tel que cela est présenté ci-dessous:

1. Les Dispositions Réglementaires et Législatives requises par la Loi Publique 480, Titre I, prévoient que l'achat des produits agricoles alimentaires dans le cadre de l'Accord du Titre I doit être fait par voie d'appels d'offres publics publiés aux Etats-Unis. Les offres soumises devront répondre aux critères spécifiés dans les appels d'offres. La réception et l'ouverture des plis se feront en séance publique aux Etats-Unis. Toutes les adjudications au titre des appels d'offres doivent se conformer aux procédures d'adjudication par voie d'appels d'offres publics, concurrentiels et répondre aux critères définis.

2. Les dispositions de tous les Appels d'Offres (y compris celles des appels d'offres pour fret maritime) doivent être approuvées par le "General Sales Manager, Foreign Agricultural Service" du Département Américain de l'Agriculture, avant leur publication, De plus, si les

appels d'offres émis par le Gouvernement Tunisien requièrent un cuationnement provisoire, la demande doit être équitable pour le vendeur et l'acheteur. En vue de satisfaire ce souci, des Responsables du Ministère Américain de l'Agriculture sont en train de mettre qu point les termes de garantie d'exécution qui pourraient être utilisés dans la préparation des appels d'offres. Ces responsables, en collaboration avec les représentants Tunisiens aux Etats-Unis chargés des achats, seront disponibles pour définir les termes de la garantie d'exécution.

3. Le paiement de commissions, honoraires ou autres à tout agent vendeur, qu'il soit employé ou engagé par le fournisseur pour l'obtention d'un contrat, est prohibé et ce pour toute opération d'achat de produits alimentaires dans le cadre des accords du Titre I.

4. Si le Gouvernement Tunisien nomme un agent responsable des achats ou un agent maritime pour l'acquisition des produits ou pour effectuer les démarches pour le transport maritime dans le cadre de l'Accord, le Gouvernement Tunisien doit notifier par écrit cette nomination au "General Sales Manager, Foreign Agricultural Service" du Département Américain de l'Agriculture et joindre une copie du contrat de représentation proposé. La nomination de tous les agents maritimes ou responsables des achats doit être approuvée par le General Sales Manager, Foreign Agricultural Service" du Département Américain de l'Agriculture, conformément aux mesures réglementaires prévues, afin d'éliminer de possibles conflits d'intérêt.

5. Des mesures appropriées doivent être prises par le Gouvernement Tunisien pour s'assurer que des Lettres de Crédit en règle et irrévocables pour le paiement des produits et du fret maritime seront ouvertes, notifiées ou confirmées par une banque commerciale américaine auparavant désignée par le Gouvernement Tunisien dès que les produits

seront achetés et réservation effectuée pour le transport maritime.

6. Le Gouvernement Tunisien devra ouvrir des Lettres de Crédit pour la totalité (cent pour cent) du coût du fret maritime au plus tard quarante-huit (48) heures avant la présentation du bateau pour le chargement, permettant un paiement à vue ou l'acceptation d'une traite libellée en dollars U.S. en faveur du transporteur maritime sur la base du tonnage et du taux spécifiés dans la charte partie correspondante ou l'engagement d'affrètement. En outre, on a fait remarquer que des fournisseurs de produits et des transporteurs peuvent refuser de charger les bateaux si des Lettres de Crédit acceptables pour le paiement des produits ou du fret maritime ne sont pas disponibles au moment du chargement. Ceci peut entraîner une demande en dommages et intérêts élevés par les armateurs (pour surestarie) et par les fournisseurs de produits (pour frais d'immobilisation).

7. Si un contrat de fret maritime prévoit des indemnités de surestarie/dispatch, quatre-vingt dix (90) pour cent du montant du fret maritime doivent être payés à l'arrivage de la cargaison. Les dix (10) pour cent restants, moins l'éventuel dispatch, devront être payés au transporteur aussitôt l'état d'estarie établi. S'il existe un litige quelconque sur le montant du dispatch, l'armateur devra percevoir cette portion des dix (10) pour cent restant non contestés. Des recours contre le transporteur pour pertes ou avaries de la cargaison devraient être effectués selon les procédures en usage; cela ne saurait donner lieu à des retenues sur les paiements au titre du fret maritime.

8. La soumission des rapports constitue une part essentielle du Programme de Ventes du Titre I, Pl 480. En conséquence, il incombe au Gouvernement Tunisien de soumettre en temps opportun et conformément aux Dispositions Générales de l'Accord, les rapports suivants: Le rapport de conformité (Compliance Progress), les rapports d'Expédition et d'Arrivée des produits,

le rapport d'Auto-Assistance, et le rapport sur l'Utilisation du Produit des Ventes.

Il est important de soumettre ces rapports en temps opportun afin que les renseignements qui y figurent puissent être présentés au Congrès Américain à dates fixes. Le défaut de soumission en temps opportun de rapports précis et substantiels pourrait retarder l'accomplissement des formalités relatives aux demandes présentées ultérieurement dans le cadre du Titre I. Le Rapport d'Auto-Assistance devra contenir des détails suffisants et des explications claires pour exposer au Congrès Américain, les progrès accomplis et démontrer que le produit des ventes dans le cadre du Titre I, d'un montant égal au déboursement, a été et sera utilisé aux fins de développement économique définies dans les accords du Titre I.

9. Les dates de soumission desdits rapports à l'Ambassade Américaine sont établies ci-après:

(a) Rapport de Conformité: Trimestriel - vingt (20 jours après la fin de chaque trimestre, c'est-à-dire les 20 janvier, 20 avril, 20 juillet et 20 octobre.

(b) Rapport d'Auto-Assistance: Annuel - soixante (60) jours après la fin de l'année budgétaire américaine, c'est-à-dire le ler décembre.

(c) Rapports d'Expédition et d'Arrivée des produits: Pour chaque cargaison, dix (10) jours après soumission par l'Ambassade Américaine des relevés afférents à chaque expédition.

(d) Rapport sur l'Utilisation du Produit des Ventes: Annuel - neuf (9) mois après la clôture de l'année budgétaire tunisienne, c'est-à-dire le 30 septembre.

FAIT A TUNIS, le dix-sept mai 1982, en deux exemplaires originaux, en langue anglaise et en langue française, les deux textes faisant également foi.

POUR LE GOUVERNEMENT
DES ETATS-UNIS D'AMERIQUE

WALTER L. CUTLER
Ambassadeur des Etats-Unis
d'Amérique à Tunis

POUR LE GOUVERNEMENT DE LA
REPUBLIQUE TUNISIENNE

AHMED BEN ARFA
Directeur Général
de la Coopération Internationale

ANNEXE A

ECHEANCIER DU PROGRAMME PL 480 - GOUVERNEMENT TUNISIE

(Mars 1982 à Avril 1983)

Mars 1982

- Transmettre le rapport d'auto-assistance
- Participer avec l'A.I.D. à un examen conjoint des progrès accomplis l'année dernière et parvenir à un consensus sur des actions appropriées à entreprendre l'année prochaine pour la section auto-assistance de la PL 480.
- Commencer la préparation d'un plan détaillé d'exécution pour 1982-83.
- Commencer l'assemblage des données de l'Enquête de Base de 1982 qui contient un questionnaire élargi comportant une nouvelle section sur les intrnats.

Avril 1982

- Examen trimestriel de la situation des engrais, préparation du calendrier d'importation pour l'année 1982-83.
- Commencer le travail sur le programme détaillé de traitement et d'analyse informatiques de la Phase I de l'étude sur les facteurs empêchant les petits exploitants d'utiliser davantage d'intrants et ce en employant les données de l'Enquête de Base de 1982.
- Négocier et signer l'accord PL 480 pour l'année 1982.

Mai-Juillet 1982

- Arrêter le calendrier et les dispositions en vue des importations au titre de la PL 480.
- Entreprendre la construction des nouveaux centres de stockage des engrais.
- Préparer un plan analytique détaillé pour l'analyse de la Phase I de l'étude des facteurs empêchant les petits exploitants d'utiliser davantage d'intrants.

- Achever la révision, la saisie et la vérification des programmes.

- Le Ministère de l'Agriculture achève l'étude du budget du Ministère pour l'année 1983.

- Annoncer la décision de la nouvelle marge de distribution de l'ammonitre et du supertriple phosphate consentie aux distributeurs privés et aux coopératives.

Juillet-Septembre 1982

- Examen trimestriel de la situation des engrais.

- Planifier et commencer la recherche sur les coûts/avantages à utiliser d'autres formes d'engrais.

- Décision prise concernant les dispositions arrêtées pour la création d'environ 40 dépôts (pour la vente en gros et au détail) d'engrais.

- Achever le traitement informatique de la Phase I de l'étude sur les facteurs empêchant les petits exploitants d'utiliser davantage d'intrants.

- Achèvement de l'examen des documents traitant des autres formes d'engrais.

Octobre-Décembre 1982

- Achèvement de l'analyse des tableaux des données (Phase I de l'étude des facteurs empêchant les petits et moyens exploitants d'utiliser davantage d'intrants).

- Commencement des travaux sur le terrain sur de nouvelles formes d'engrais.

- Achèvement du programme initial de recherche de la Phase II de l'étude.

- Fin de l'examen trimestriel de la situation des engrais.

- Examen d'autres éléments du programme - vulgarisation, recherche, analyse du sol, crédit, études, etc.

- Vers la fin de ce trimestre les premiers centres de stockage sont presque prêts.

- Travaux commencés sur d'autres installations de vente en gros et au détail (dans la mesure où la construction relève du secteur public).
- Examen de la suffisance des mesures de nature à encourager les détaillants privés et les coopératives à vendre des engrais.

Janvier-Mars 1983

- Achèvement de la construction des premiers centres de stockage des engrais.
- Achèvement de la Phase I de l'étude (version provisoire), sur les facteurs empêchant les petits et moyens exploitants à utiliser davantage d'engrais.
- Achèvement de la mise au point finale des préparatifs, y compris les vérifications sur le terrain des programmes, en vue de la Phase II de l'étude sur les facteurs empêchant les petits et moyens exploitants à utiliser davantage d'intrants.

Mars 1983

- Préparation et soumission des données de base sur le progrès accompli.
- Participation à l'évaluation annuelle conjointe.
- Discussions avec l'A.I.D. des actions prévues pour 1983-84 et devant faire partie de l'Accord PL 480 pour l'année 1983.

Avril 1983

- Négociation et signature de l'Accord PL 480 pour l'année 1983.
- Commencement des travaux sur le terrain et relatifs à la Phase II de l'étude sur les facteurs empêchant les petits et moyens exploitants à utiliser davantage d'intrants.
- Commencement d'autres actions requises et relatives à divers autres éléments tels que l'expansion du réseau de distribution des engrais, les mesures de nature à améliorer la vulgarisation, la recherche, le crédit et les essais de sol.

ANNEXE B

ECHEANCIER DU PROGRAMME PL 480 - GOUVERNEMENT DES ETATS-UNIS D'AMERIQUE

(Mars 1982 à Avril 1983)

ars 1982

Examen des activités et des résultats enregistrés au cours de la
ernière année.

Participation aux discussions conjointes en vue de parvenir à un
onsensus sur des actions appropriées pour 1982-83 qui constitueront
ne base pour les clauses proposées pour les mesures d'auto-assistance
u titre de l'accord PL 480 pour l'année 1982.

Rédaction et transmission à l'A.I.D./Washington des instructions
roposées en vue de la négociation des clauses d'auto-assistance.

vril 1982

Signature de l'accord PL 480 pour l'année 1982.

ars 1982 à Avril 1983

Suivi de l'avancement de la réalisation du programme, notamment de
e qui est du volet azote.

vril-Juillet 1982

Examen des projets en vue d'identifier les domaines où l'assistance
e l'A.I.D. pourrait être dirigée en vue de soutenir plus spécifiquement
e programme PL 480, notamment:

- la recherche sur les vieilles et les nouvelles formes d'engrais
t leurs coûts et avantages relatifs à l'endroit des exploitants agricoles
t de l'économie nationale;
- l'expansion du crédit;
- l'expansion de la vulgarisation et des analyses de sols;
- l'étude d'autres mesures requises de nature à améliorer l'appro-
visionnement, la programmation et la distribution des engrais.

- Prise des dispositions de nature à prévoir des ressources en vue de prêter assistance là où cela est possible.

Mai-Juillet 1982

- Emission des Autorisations d'Achats de produits.

Février 1983

- Prise des dispositions en vue de participer à l'examen des activités réalisées en 1982-83.

Mars 1983

- Réception du rapport annuel soumis par le Gouvernement Tunisien.
- Participation à l'examen annuel conjoint Gouvernement Tunisien - A.I.D. en vue de l'étude des progrès réalisés.
- Discussion des actions requises en 1983-84 et devant servir de base aux clauses d'auto-assistance.
- Rédaction des clauses d'auto-assistance proposées et leur soumission à l'A.I.D./Washington.

Avril 1983

- Négociation et signature de l'Accrod PL 480 pour l'année 1983.

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Agreement Between the
UNITED STATES OF AMERICA
and the DOMINICAN REPUBLIC

Signed at Santo Domingo May 21, 1982

with

Memorandum of Understanding

S9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89-497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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DOMINICAN REPUBLIC

Agricultural Commodities

Agreement signed at Santo Domingo May 21, 1982;
Entered into force May 21, 1982.
With memorandum of understanding.

AGREEMENT BETWEEN THE GOVERNMENT OF THE
UNITED STATES OF AMERICA AND THE
GOVERNMENT OF THE DOMINICAN REPUBLIC
FOR THE SALE OF AGRICULTURAL COMMODITIES

The Government of the United States of America and the Government of the Dominican Republic agree to the sale of agricultural commodities specified below. This Agreement shall consist of the Preamble and Parts I and III of the Agreement signed September 28, 1977,[1] together with the following Part II.

PART II. Particular Provisions

ITEM I. Commodity Table:

Commodity	Supply Period (United States Fiscal Year)	Approximate Quantity (Metric Tons)	Maximum Export Market Value Dols. (Millions)
Corn/Sorghum	1982	100,000	$11.7
Soybean/Cottonseed Oil	1982	10,000	5.3
Total			$17.0

ITEM II. Payment Terms:

Convertible local currency credit (CLCC)

a. Initial Payment - Five (5) Percent

[1] TIAS 8944; 29 UST 2377.

b. Currency Use Payment - Five (5) percent for section 104(a) purposes

c. Number of Installment Payments - Seventeen (17)

d. Amount of Each Installment Payment - Approximately equal annual amounts.

e. Due Date of the First Installment Payment - Four (4) years after date of last delivery of commodities in each calendar year.

f. Initial Interest Rate - Three (3) percent.

g. Continuing Interest Rate - Four (4) percent.

ITEM III. Usual Marketing Table

Commodity	Import Period (United States) Fiscal Year)	Usual Marketing Requirements (Metric Tons)
Feed Grains	1982	96,000 metric tons
Edible Oil	1982	45,000 metric tons of which at least 38,000 metric tons shall be imported from the United States

ITEM IV. Export Limitations:

A. The export limitation period shall be United States fiscal year 1982, or any subsequent United States fiscal year during which commodities financed under this agreement are being imported or utilized.

B. Commodities to Which Export Limitations Apply:

For the Purposes of Part I, Article III A (4) of this agreement, the commodities which may not be exported are: for corn/sorghum - corn, cornmeal, barley, grain sorghum, rye, oats, and any other feed grains including mixed feeds containing predominantly such grains; and for soybean/cottonseed oil - all edible vegetable oils including peanut oil, soybean oil, cottonseed oil, rapeseed oil, sunflower oil, sesame oil, and any other edible vegetable oil or oil bearing seeds from which these oils are produced.

ITEM V. Self-Help Measures:

A. The Government of the Dominican Republic agrees to undertake self-help measures to improve the production of agricultural commodities. The following self-help measures shall be implemented to contribute directly to development progress in poor rural areas and enable the poor to participate actively in increasing agricultural production and productivity through small farm agriculture.

B. The Government of the Dominican Republic agrees to undertake the following activities and in doing so to provide adequate financial, technical managerial resources for their implementation:

(1) African Swine Fever.

(a) Continue efforts in African Swine Fever surveillance. Train specialists, as required, in detection of the disease. Keep diagnostic centers supplied with necessary equipment.

(b) Provide funding for local costs associated with swine repopulation activities.

(2) Agricultural Production.

Continue efforts to expand food crop production, with special emphasis on programs assisting small farmers to improve their agricultural productivity. As part of this effort the GODR will:

(a) Continue the activities and programs of the Agricultural Bank, working with USAID and the Inter-American Bank, to increase the availability of credit for small farmers and farmer associations. Efforts will also be made to increase their access to farm inputs including seed, fertilizer, pesticides, and hand tools.

(b) Continue efforts to reconstruct and upgrade the rural transportation network. Special emphasis shall be placed on programs of maintenance and rehabilitation of rural feeder roads.

(c) Continue efforts to improve management of irrigation facilities, including providing training in water resource management to appropriate technicians and managers.

(d) Continue review of the operations of the Dominican Price Stabilization Institute (INESPRE) to insure that small-scale producers are benefiting to the maximum possible extent from price support programs.

(e) Implement programs in soil conservation.

(3) Training.

(a) Expand and improve training programs and extension services for small farmers and farmer associations. Emphasis shall be placed on encouraging the adoption of high yielding varieties of food crops and modern cultivation and production techniques.

(b) Implement training programs for staff level personnel and mid-level management for the execution of resource conservation programs. The USDA, Title XII Institutions and/or other international agencies may be used to provide technical assistance for this activity.

(4) Upgrade rudimentary health services offered to the rural poor population through the Secretariat of Health. Provide budget support for: (a) inoculation against prevailing contagious diseases; (b) family planning services; and (c) improvement of rural sanitation and shelter.

(5) Continue to improve access to rural education facilities, including training, curriculum development, and materials production.

ITEM VI. Economic Development Purposes for Which Proceeds Accruing to Importing Country Are to be Used:

A. The proceeds accruing to the Government of the Dominican Republic from the sale of commodities financed under this agreement will be used for financing the self-help measures set forth in the agreement, and for development in the agricultural sector, in a manner designed to increase the access of the poor in the recipient country to an adequate, nutritious, and stable food supply.

B. In the use of proceeds for these purposes, emphasis will be placed on directly improving the lives of the poorest of the Dominican people and their capacity to participate in the development of their country.

ITEM VII. This Agreement is prepared in both English and Spanish. In the event of ambiguity or conflict between the two versions, the English language version will control.

IN WITNESS WHEREOF, the respective representatives, duly authorized for the purpose, have signed the present Agreement. Done at Santo Domingo, in duplicate, the 21 day of May, 1982.

FOR THE GOVERNMENT OF
THE DOMINICAN REPUBLIC:

BY: _____
Antonio Guzmán

TITLE: President

FOR THE GOVERNMENT OF
THE UNITED STATES OF AMERICA:

BY: _____
Robert L. Yost

TITLE: Ambassador

MEMORANDUM OF UNDERSTANDING

TO ESTABLISH THE OPERATIONAL PROCEDURES FOR THE USE OF THE PROCEEDS GENERATED UNDER THE PL-480 TITLE I[1] AGREEMENT

Memorandum of Understanding dated May 21, 1982, between the Government of the Dominican Republic (Importing Country) and the United States of America (Exporting Country).

The purpose of this Memorandum is to set out the understandings between the Importing Country and the Exporting Country concerning the relationships and responsibilities of the different agencies of the Importing Country involved in the import and sale of commodities as well as in programming, use and control of the proceeds generated under the PL-480 Agreement executed on September 28, 1977, as amended (The Agreement).

The Importing and Exporting Countries, therefore, agree to the following:

A. The Instituto Nacional de Estabilización de Precios (INESPRE) will deposit through commercial banks all proceeds from the sale or disposition of the commodities under this Agreement in the Special Peso Account established in the Central Bank of the importing country the next working day following the sale or disposition of the commodities but in

[1] 68 Stat. 455; 7 U.S.C. § 1701 *et seq.*

no case later than 60 days after the arrival of the commodities to the Importing Country. Any extension of such period must be approved in writing by the Technical Secretariat of the Presidency and A.I.D.

B. INESPRE will inform the Technical Secretariat of the Presidency, the Secretariat of State for Finance, the Central Bank, the United States Embassy, the U.S. Agricultural Attaché (USDA/DR), and the Agency for International Development (A.I.D.), in writing: (1) the arrival date and the disposition of the commodities, and the date of deposit in the Central Bank, through the Commercial Banks, of the proceeds from the sale of commodities. This information will include but not be limited to the following documentation: bill of lading, consular invoice, and supplier's invoice; (2) when required by the U.S. Agricultural Attaché (USDA/DR), INESPRE will complete the special form for shipping, arrival, and attesting to the condition of specified PL-480 commodities.

C. INESPRE will provide the Technical Secretariat of the Presidency, the Secretariat of State for Finance, the Central Bank, the U.S. Agricultural Attaché (USDA/DR), and the Agency for International Development (A.I.D.) in writing, quarterly compliance, shipping and arrival reports required by the agreement in original form. The reporting due dates for compliance reports in question are February 1, May 1, August 1, and November 1.

D. CEDOPEX will provide the Technical Secretariat of the Presidency, the Secretariat of State for Finance, the Central Bank, the U.S. Agricultural Attaché (USDA/DR), and the Agency for International Development (A.I.D.) in writing a special report covering Dominican

exports of certain raw, semi-processed and processed agricultural commodities regardless of country of destination. The commodities and products covered are as follows:

1. All Dominican exports of whole, cracked, rolled, flaked, or ground corn, corn meal, corn oil, grits, bakers grits, grits for beer and corn as a part of an unprepared or a prepared feed ration and all other exports of derivatives of corn.

2. All exports of animal feeds either prepared or unprepared, containing corn, wheat or rice. All human foods prepared or unprepared containing corn, wheat or rice.

3. All exports of vegetable oil as further defined to be soybean oil, cottonseed oil, coconut oil or palm oil.

The report will be delivered by CEDOPEX on the fifteenth of each month beginning with the first fifteenth occurring after the signing of the agreement. The report will cover the just completed 30 days export period.

E. Within the U.S. Embassy, the Office of the Agricultural Attaché shall be contacted directly for problems which fall into the following categories:

1. Commodity information to assist with program determination, including quality, grade and types of grains required.
2. Requested changes in the commodity mix.
3. Arrearages in PL 480 payments involving past programs.
4. Demurrage problems.
5. Preparing and execution of purchase authorizations.

6. Shipping and arrival information.

7. Problems and questions relating to exports of certain products and/or commodities.

F. The Central Bank will inform the Technical Secretariat of the Presidency of the Importing Country, the Secretariat of State for Finance, and A.I.D. of all deposits of the proceeds from the sale of commodities and will submit any financial information that A.I.D. might reasonably request.

G. 1. The Technical Secretariat of the Presidency of the Importing Country, jointly with A.I.D. will plan and program the use of the proceeds generated under the Agreement. Therefore, in accordance with the terms of Part II, Item VI of the Agreement, it is understood that the Technical Secretariat of the Presidency of the Importing Country will plan and program the use of the proceeds generated under the Agreement and will submit such plan and program for A.I.D. consideration and acceptance. Subsequently and prior to disbursement of the proceeds generated from the sale of the commodities, the Technical Secretariat of the Presidency will submit for A.I.D. acceptance, a detailed plan of each subproject to be financed with the proceeds generated under this Agreement.

2. In addition, by November 15 of each calendar year, the Technical Secretariat of the Presidency will furnish to A.I.D. a detailed report of the progress the Government of the Importing Country is making in carrying out the self-help measures described in Part II, Item V of

this Agreement. The Technical Secretariat will also submit to A.I.D. quarterly compliance reports, end-of-project report for each subproject, as well as any other reports that A.I.D. may reasonably request.

H. The Importing country will:

1. Furnish A.I.D. and USDA/DR such information and reports relating to this Agreement as A.I.D. may reasonably request.

2. Maintain or cause to be maintained, in accordance with generally accepted accounting principles and practices consistently applied, books and records relating to this Agreement. Such books and records will be audited regularly, in accordance with generally accepted auditing standards and maintained for three years after the date of arrival of the commodity, or after the last disbursement of proceeds by the Central Bank, whichever occurs later.

3. Afford authorized representatives of any party to this Memorandum of Understanding the opportunity at all reasonable times to inspect the project sites financed with the proceeds, and all books, records, and other documents relating to this Memorandum of Understanding and the Agreement.

I. To assist the Importing Country in the implementation of the Agreement, the Exporting country may, from time to time, issue Operational Letters that will furnish additional information about matters stated in the Agreement and this Memorandum of Understanding. The parties may also use jointly agreed-upon Operational Letters to confirm and record their mutual understanding on aspects of the

implementation of the Agreement. Operational letters will not be used to amend the text of the Agreement, but can be used to record revisions or exceptions which are permitted by the Agreement.

J. At such intervals as the reporting country or the importing country might deem appropriate, but not less than every six months, will meet to review its accomplishments. This will include the review of the achievements of the goals and targets of the general program and of self-help projects.

K. This Memorandum of Understanding forms an integral part of the PL-480 Title I Agreement of 1982.

L. This Memorandum of Understanding is written in both English and Spanish. In the event of ambiguity or conflict between the two versions, the English language version will control. In any case, the Agreement and the Memorandum of Understanding will be signed in both languages.

M. For all purposes relevant to this Memorandum the Importing Country will be represented by the individual holding or acting in the office of the Technical Secretariat of the Presidency or by the individual holding or acting in the office of the Secretary of State for Finance. INESPRE will be represented by the individual holding or acting in the office of the Director of INESPRE; CEDOPEX will be represented by the individual holding or acting in the office of the Director of CEDOPEX; and the Central Bank will be represented by the individual holding or acting in the office of the Governor of the Central Bank. The

Exporting Country will be represented by the individual holding or acting in the Office of the Director, U.S. A.I.D. Mission to the Dominican Republic. Each representative named above, may designate additional representatives for all purposes related to this Memorandum of Understanding. The person acting in the AID/PL-480 Resource Coordinating Unit (ONAPLAN) in the Technical Secretariat of the Presidency will be at the same time the PL-480 Title I Project Coordinator. The designation of this person, who will be named by the importing country, should be acceptable to A.I.D. The names of the representatives of the above Importing Country institutions, with specimen signature will be provided to A.I.D., which may accept as duly authorized any instrument signed by such representatives in implementation of the Agreement and this Memorandum, until receipt of written notice of revocation of their authority.

N. A "Self-help Measures Annex A," which describes the activities for which the proceeds from the agreement can be used and Annex B which describes procedures for disbursement for PL-480 Title I Sales Proceeds are attached and form a part of this Memorandum of Understanding. The elements of Annex A can be changed by written agreement of the authorized representatives of the Technical Secretariat of the Presidency and A.I.D.

O. Prior to the disbursement of any of the proceeds generated under the PL-480 Title I agreement for a particular self-help activity, the Technical Secretariat of the Presidency will provide A.I.D. with the

specific targets to be used to measure the extent to which the particular self-help activity has been carried out.

IN WITNESS WHEREOF, the undersigned each acting on behalf of their respective Agency, have caused this Memorandum to be signed in five (5) originals on this date of May 21, 1982.

FOR THE GOVERNMENT OF THE DOMINICAN REPUBLIC:

Dr. Bolívar Báez Ortiz
Technical Secretary of the Presidency

Lic. Ramón Martínez Aponte
Secretary of State for Finance

Lic. Carlos Despradel
Governor of the Central Bank

Ing. Gustavo G. Sánchez Díaz
Executive Director, INESPRE

Dr. Jesús María Hernández
Director, CEDOPEX

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

Ronald F. Venezia
Acting Director, USAID
Mission to the Dominican Republic

Robert K. Anlauf
Agricultural Attaché
USDA/DR

47-576 O - 85 - 3

ANNEX A

SELF-HELP MEASURES ANNEX

Memorandum of Understanding for the Use of

Proceeds Generated Under the PL-480 Title I Agreement

In accordance with Item V, Self-Help Measures, the following policies and projects will be undertaken:

(A) African Swine Fever ($1.85 million): 185 loans for 3,700 Beneficiaries. Through the Agricultural Bank.

Provide funding through the Agricultural Bank for swine repopulation activities.

(B) Agricultural Production ($7.5 million):

Continue efforts to expand food crop production, with special emphasis on programs assisting small farmers to improve their agricultural productivity. As part of this effort the GODR will:

(1) Continue the activities and programs of the Agricultural Bank, working with USAID and the Inter-American Development Bank, to increase the availability of credit for small farmers and farmer associations ($5.0 million); 4,200 loans for 4,200 Beneficiaries

(2) Efforts will be made to improve management and rehabilitation of irrigation facilities ($1.5 million). Rehabilitation of 500 kms. of irrigation canals.

(3) Review operations of agencies involved in price support programs to assure that small-scale producers are benefiting from price support programs;

(4) Establish a technical unit within the GODR to gather, analyze, and make recommendations about the costs and prices of agricultural inputs and products.

(5) Agroindustrial Credit through the Agricultural Bank. ($1.0 million) 50 loans for 750 Beneficiaries.

(C) Rural Roads ($2.0 million):

Continue efforts to upgrade the rural transportation network. Special emphasis shall be placed on programs of rehabilitation of rural feeder roads. Rehabilitation of 200 Kms. of rural roads.

(D) Rural Sanitation ($2.3 million)

Preventive and simple curative health services, including sanitation, will be available to approximately 80% of the rural population.

(E) Rural Housing ($1.5 million);

For a program to improve the living conditions of the poor people in the rural areas through INVI. Home improvement for on or about 25,000 families.

(F) Improvement of GODR Financing Management Practices for Development Project Operations ($0.15 million)

Establishment of a unit within the Technical Secretariat of the Presidency to examine and reform the financial management practices of the GODR development projects and activities beginning with A.I.D. financed projects. Unit in operation by September 30, 1982.

ANNEX B

PL-480 Funds

Disbursement Procedures for the Implementing Agencies

1. The Implementing Agency will request to the Technical Secretary of the Presidency, the quarterly disbursement (for the first quarter), attaching a list of the expenditures to be incurred. For subsequent requests it should also attach the documents justifying the previous expenditures.

2. The Technical Secretary of the Presidency will authorize the Central Bank, with the approval of the Agency for International Development (A.I.D.), the disbursement of funds for each individual project. (See Annex B.1.)

3. The Central Bank will deposit in the National Treasury the amount requested.

4. The amount disbursed by the Central Bank will be placed in a special account in the National Treasury, named, "PL-480 Special Fund," within the Budget of the Technical Secretariat of the Presidency.

5. The Technical Secretary of the Presidency will request the disbursement of funds from the National Treasury to the Implementing Agency in accordance with procedures established under Dominican laws.

6. The disbursements will be made through checks issued by the National Treasury to the Implementing Agencies of each project, and such funds will be deposited in a bank account separate from their other resources.

7. Under no circumstance will the procedures indicated in No. 5 and 6 above exceed 10 working days.

ATTACHMENT B.1

Banco Central de la República Dominicana
Santo Domingo, D. N.

Dear Sirs:

Pursuant to the agreement entered into between the Government of the Dominican Republic and the U.S. Government, acting through the Agency for International Development on _____ _____, it is hereby requested that the amount of RD$_____ be released from the Special Peso Account established in the Central Bank, in accordance with the terms of PL-480, Title I, Agreement of _____ _____, 19___, and deposited in the Banco de Reservas de la República Dominicana, Account No._____, entitled "_____ _____".

For your information and/or necessary action, we attach a financial statement which shows the financial status of the project, since its inception to date.

Please notify this office once this action has been completed.

Your prompt attention to this matter will be greatly appreciated.

Sincerely,

_____
Technical Secretary of the Presidency

Concur:

_____
A.I.D.

ATTACHMENT B.2

(GODR Agency)

Project Identification

Financial Status as of_____

Previous Expenditures		RD$
Add: Expenditures this Period:		
Budget Line Item	RD$	
_____		
_____		
_____		
_____		
_____	_____	_____
Total Expenditures to Date		RD$_____
Advance Accounting:		
Advance Balance for previous period		RD$
Advance received during this period		_____
Sub-Total		RD$
Less: Expenditures this period		_____
Advance Balance available for Next Period		RD$
Advance requested for next period		_____
Advance Balance After This Request		RD$_____

ACUERDO ENTRE EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA
Y EL GOBIERNO DE LA REPUBLICA DOMINICANA PARA LA VENTA DE
PRODUCTOS AGRICOLAS

El Gobierno de los Estados Unidos de América y el Gobierno de la República Dominicana acuerdan la venta de los productos agrícolas especificados más abajo. Este Acuerdo consistirá del Preámbulo y Partes I y III del Acuerdo suscrito el 28 de septiembre de 1977, conjuntamente con la siguiente Parte II.

PARTE II. DISPOSICIONES ESPECIALES

PUNTO I. TABLA DE PRODUCTOS:

Productos	Período Entrega (Año Fiscal de Los Estados Unidos)	Cantidad Aproximada (Toneladas Métricas)	Valor Máximo En Mercado Exportación (Millones En Dólares)
Maíz/Sorgo	1982	100,000	$11.7
Aceite de soya/semilla de algodón	1982	10,000	5.3
TOTAL			$17.0

PUNTO II. CONDICIONES DE PAGO:

Credito convertible de moneda local (CCML)

a. Pago Inicial - Cinco (5) por ciento

b. Pago del uso de la moneda - Cinco por ciento para propósitos de la Sección 104 (A).

c. Número de Pagos a Plazos - Diecisiete (17).

d. Cantidad de Cada Pago a Plazos - Aproximadamente iguales cantidades anuales.

e. Fecha de Vencimiento del Primer Pago a Plazos - Cuatro (4) años a partir de la fecha de la última entrega de productos en cada año calendario.

f. Tasa Inicial de Interés - Tres (3) por ciento

g. Tasa Contínua de Interés - Cuatro (4) por ciento

PUNTO III. CUADRO PARA COMPRAS NORMALES EN MERCADOS COMERCIALES

	PERIODO DE IMPORTACION (AÑO FISCAL DE LOS EE. UU)	REQUERIMIENTOS NORMALES MERCADEO (TONELADAS METRICAS)
Granos Alimenticios	1982	96,000 toneladas métricas
Aceite Comestible	1982	45,000 toneladas métricas de las cuales por lo menos 38,000 toneladas métricas deberán importarse de los Estados Unidos.

PUNTO IV. LIMITACION DE EXPORTACION:

A. El periodo de limitación de exportaciones será el año fiscal 1982 de los Estados Unidos, o cualquier año fiscal de los Estados Unidos subsiguiente en el cual los productos financiados bajo este Acuerdo estén siendo importados o utilizados.

B. PRODUCTOS A LOS CUALES SE APLICAN LAS LIMITACIONES DE EXPORTACION:

Para los fines del Punto I, Artículo III-A(4) de este Acuerdo, los productos que no podrán ser exportados son: Para maíz - maíz, cebada, grano de sorgo, centeno, avena, y cualquier otro grano alimenticio incluyendo granos mezclados que contengan de forma predominante esos granos; y para aceite de soya/semilla de algodón - todos los aceites vegetales comestibles incluyendo aceite de maní, aceite de girasol, aceite de ajonjolí, y cualquier otro aceite vegetal comestible o semillas que produzcan aceite de las cuales se produzcan estos aceites.

PUNTO V. MEDIDAS DE AYUDA PROPIA

A. El Gobierno de la República Dominicana acuerda llevar a cabo medidas de ayuda propia para mejorar la producción de productos agrícolas. Las siguientes medidas de ayuda propia serán ejecutadas para contribuir directamente al desarrollo de las áreas pobres rurales y capacitar al pobre para que participe activamente en el aumento de la producción y la productividad agrícola a través de una agricultura para pequeñas fincas.

B. El Gobierno de la República Dominicana acuerda llevar a cabo las siguientes actividades y al hacerlo, suministrar adecuados recursos financieros, técnicos y administrativos para su ejecución:

(1) Fiebre Porcina Africana.

(a) Continuar los esfuerzos en la vigilancia de la Fiebre Porcina Africana. Adiestrar especialistas, según se requiera, en la detección de la enfermedad. Mantener centros de diagnósticos provistos de los equipos necesarios.

(b) Suministrar fondos para los costos locales asociados con las actividades de repoblación porcina.

(2) Producción Agrícola.

Continuar los esfuerzos para expandir la producción de cosechas alimenticias, con especial énfasis en los programas de ayuda a los pequeños agricultores para mejorar su productividad agrícola. Como parte de este esfuerzo el ZORD:

(a) Continuará las actividades y los programas del Banco Agrícola, trabajando conjuntamente con la USAID y el Banco Interamericano, para aumentar la disponibilidad de crédito para pequeños agricultores y asociaciones de agricultores. También se realizarán esfuerzos para aumentar el acceso a los insumos agrícolas incluyendo semillas, fertilizantes, pesticidas, e instrumentos manuales.

(b) Continuará los esfuerzos para reconstruir y mejorar las redes de transporte rural. Deberá hacer especial énfasis en los programas de mantenimiento y rehabilitación de caminos vecinales.

(c) Continuará los esfuerzos para mejorar la administración de las instalaciones de irrigación, incluyendo el adiestramiento de técnicos y administradores apropiados en la administración de recursos hidráulicos.

(d) Continuará la revisión de las operaciones del Instituto Nacional de Estabilización de Precios (INESPRE) para asegurarse de que los productores a pequeña escala se beneficien al máximo posible de los programas de apoyo a los precios.

(e) Ejecutará programas para la conservación de suelos.

(3) Adiestramiento.

(a) Expandir y mejorar los programas de adiestramiento y servicios de extensión para pequeños agricultores y asociaciones de agricultores. Deberá hacerse especial énfasis en la adopción de variedades de cosechas alimenticias de alta producción así como de técnicas modernas de cultivo y producción.

(b) Ejecutar programas de adiestramiento para el personal de alto y mediano nivel para la ejecución de programas de conservación de recursos. Las instituciones del Departamento de Agricultura de los Estados Unidos Título XII y/u otras agencias internacionales podrán utilizarse para suministrar asistencia técnica para estas actividades.

(4) Mejorar los servicios de salud rudimentarios ofrecidos a la población rural pobre a través de la Secretaría de Estado de Salud. Suministrar apoyo presupuestario para (a) inmunización contra las enfermedades contagiosas predominantes; (b) servicios de planificación familiar; y (c) mejora de la sanidad y vivienda rural.

(5) Continuar el mejoramiento del acceso a las facilidades de educación rural, incluyendo adiestramiento, desarrollo de curriculum y producción de materiales.

PUNTO VI. PROPOSITOS DE DESARROLLO ECONOMICO PARA LOS CUALES SE UTILIZARAN LOS FONDOS PROVENIENTES DE LA VENTA DE LOS PRODUCTOS DEL PAIS IMPORTADOR:

A. Los fondos acumulados por el Gobierno de la República Dominicana mediante la venta de productos financiados bajo este Acuerdo serán utilizados para el financiamiento de las medidas de ayuda propia establecidas en el Acuerdo y para el desarrollo en el sector agrícola, en forma diseñada para aumentar el acceso del pobre del país recibidor a un suministro de alimentos adecuado, nutricional y estable.

B. Al usar los fondos para estos propósitos, se pondrá especial énfasis en mejorar directamente las vidas de las personas de más escasos recursos del pueblo Dominicano y su capacidad de participar en el desarrollo de su país.

PUNTO VII. Este Acuerdo está preparado en inglés y en español. En el caso de ambiguedad o conflicto entre las dos versiones, la versión en inglés prevalecerá.

EN FE DE LO CUAL, los respectivos representantes, debidamente autorizados al efecto, han firmado el presente Acuerdo. Hecho en Santo Domingo, en duplicado, el día 21 del mes de mayo de 1982.

POR EL GOBIERNO DE LA REPUBLICA DOMINICANA:

POR: Antonio Guzmán

CARGO: Presidente

POR EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA:

POR: Robert L. Yost

CARGO: Embajador

CARTA DE ENTENDIMIENTO PARA ESTABLECER LOS PROCEDIMIENTOS OPERACIONALES DEL ACUERDO PL-48- PARA EL USO DE LOS RECURSOS GENERADOS POR LA VENTA DE LOS PRODUCTOS IMPORTADOS

Carta de Entendimiento fechada el 21 de mayo del 1982, entre los Gobiernos de la República Dominicana (País Importador) y de los Estados Unidos de América (País Exportador).

Los propósitos de esta Carta son establecer los entendimientos entre los Países Importador y Exportador con referencia a las relaciones y responsabilidades de las diferentes agencias del País Importador envueltas en la importación y venta de los productos, así como en la programación, utilización y control de los recursos generados bajo el Acuerdo PL-480 suscrito en fecha septiembre 28, 1977, enmendado en esta fecha (Acuerdo) y suscrito junto con esta Carta de Entendimiento.

Los Países Importador y Exportador, por lo tanto, acuerdan lo siguiente:

A. El Instituto Nacional de Estabilización de Precios (INESPRE) depositará, a través de los Bancos Comerciales, todos los recursos provenientes de la venta o disposición de los productos bajo este Acuerdo, en la cuenta especial en pesos establecida en el Banco Central del País Importador al siguiente día laborable de la venta o disposición de los productos, pero, en ningún caso, después de los 60 días posteriores a la llegada de los productos al País Importador. Cualquier extensión de este período deberá ser aprobada por escrito por el Secretariado Técnico de la Presidencia y la A.I.D.

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B. INESPRE informará al Secretariado Técnico de la Presidencia, a la Secretaría de Estado de Finanzas, al Banco Central, a la Embajada de los Estados Unidos, Oficina del Agregado Agrícola (USDA/RD) y a la Agencia para el Desarrollo Internacional (A.I.D.), por escrito: (1) la fecha de arribo y la disposición de los productos y la fecha de depósito en el Banco Central, a través de los Bancos Comerciales, de los fondos generados de la venta de los productos. Esta información incluirá, pero no estará limitada, a la siguiente documentación: conocimiento de embarque, factura consular y factura del suplidor; (2) cuando lo sea requerido por la Oficina del Agregado Agrícola (USDA/DR) INESPRE completará el formulario especial para embarque, arribo y atestiguará acerca de la condición de los productos especificados en la PL-480.

C. INESPRE suministrará al Secretariado Técnico de la Presidencia, a la Secretaría de Estado de Finanzas, al Banco Central, a la Embajada de los Estados Unidos, Oficina del Agregado Agrícola (USDA/RD) y a la Agencia para el Desarrollo Internacional (A.I.D.), por escrito, los informes trimestrales de cumplimiento, embarque y fecha de arribo requeridos bajo este Acuerdo en original. Las fechas de vencimiento de los informes de cumplimiento antes mencionados son: 1 de febrero, 1 de mayo, 1 de agosto, y 1 de noviembre.

D. CEDOPEX suministrará al Secretariado Técnico de la Presidencia, a la Secretaría de Estado de Finanzas, al Banco Central, a la Embajada de los Estados Unidos, Oficina del Agregado Agrícola (USDA/RD) y a la Agencia para el Desarrollo Internacional (A.I.D.) un informe especial

detallando las exportaciones Dominicanas de ciertos productos agrícolas crudos, semi-procesados y procesados, independientemente del país de destino. Los artículos y productos cubiertos se indican a continuación.

1. Todas las exportaciones dominicanas de maíz en grano, quebrado, en copos, en hojuelas, o molido, harina de maíz, aceite de maíz, sémola, sémola para panaderos, sémola para cerveza, y maíz que formen parte de una ración alimenticia preparada o sin preparar y todas las exportaciones derivadas de maíz.

2. Todas las exportaciones de alimentos para animales preparados o sin preparar que contengan maíz, trigo o arroz. Todos los alimentos para humanos preparados o sin preparar que contengan maíz, trigo o arroz.

3. Todas las exportaciones de aceite vegetal como más apliamente definidas como aceite de soya, aceite de semilla de algodón, aceite de coco y aceite de palma.

CEDOPEX entregará este informe el día quince de cada mez comenzando con el primer día quince a partir de la ejecución de este Acuerdo. El informe cubrirá las exportaciones de los últimos 30 días.

E. Se podrá consultar en la Embajada de los Estados Unidos, con la Oficina del Agregado Agrícola (USDA/RD), sobre problemas que caen dentro de las siguientes áreas.

1. Información sobre productos para ayudar en la confección del programa la cual incluye la calidad, el grado y tipos de granos requeridos.

2. Cambios requeridos en la composición de los artículos.

3. Atrasos en los pagos del PL-480 incluyendo programas anteriores.
4. Problemas de demoras.
5. Preparación y ejecución de autorizaciones de compra.
6. Información de embarque y arribo.
7. Problemas e interrogantes relacionadas con las exportaciones de ciertos productos y/o artículos.

F. El Banco Central informará al Secretariado Tecnico de la Presidencia, a la Secretaría de Estado de Finanzas, y a la A.I.D., de todos los depósitos de recursos provenientes de la venta de los productos y suministrará cualquier información financiera que la A.I.D. pueda razonablemente solicitar, relacionada con dichos recursos.

G. 1. El Secretariado Técnico de la Presidencia del País Importador, conjuntamente con la A.I.D. planeará y programará el uso de los recursos generados bajo el Acuerdo. Por lo tanto, para los fines descritos en la Parte II del Punto VI del Acuerdo, se entiende que el Secretariado Técnico de la Presidencia del País Importador planeará y programará el uso de los recursos generados bajo el Acuerdo y los presentará a la consideración y aceptación de la A.I.D. Posteriormente, y previo al desembolso de los recursos de la venta de los productos, el Secretariado Técnico de la Presidencia suministrará para la aceptación de la A.I.D., un plan detallado de cada subproyecto a ser financiado con los recursos generados por el Acuerdo.

2. En adición a ésto, para noviembre 15 de cada año calendario, el Secretariado Técnico de la Presidencia suministrará a la A.I.D. un reporte detallado del progreso que el Gobierno del País Importador está haciendo para llevar a cabo las medidas de auto-ayuda descritas en la Parte II, Punto V del Acuerdo. El Secretariado Técnico también suministrará a la A.I.D. un reporte cuatrimestral del avance del programa, y reportes finales de cada subproyecto, así como cualquier otro reporte que la A.I.D. pueda razonablemente solicitar en este sentido.

H. El País Importador deberá además:

1. Suministrar a la A.I.D. y la USDA/RD la información y reportes relacionados con el Acuerdo, que la A.I.D. pueda razonablemente solicitar.

2. Mantener, o hacer que se mantengan, de conformidad con los principios contables generalmente aceptados y con las prácticas aplicadas consistentemente, libros y registros relacionados a este Acuerdo. Dichos libros y registros serán auditados regularmente, de conformidad con las normas de auditoría generalmente aceptadas y serán mantenidos por tres años después de la fecha de arribo de los productos o después del último desembolso de recursos por el Banco Central, cualquiera de ellos que ocurra más tarde.

3. Asimismo permitir a los representantes autorizados de cualquiera de las partes de esta Carta de Entendimiento, la oportunidad en todo momento razonable, de inspeccionar los lugares de los proyectos financiados con los recursos y todos los libros, registros y otros documentos relacionados con esta Carta de Entendimiento y el Acuerdo.

I. Para asistir al País Importador en la ejecución del Acuerdo, el País Exportador podría, de tiempo en tiempo, emitir cartas operacionales que suministrarán información adicional sobre asuntos indicados en el Acuerdo y esta Carta de Entendimiento. Las partes podrían usar conjuntamente cartas operacionales convenidas previamente para confirmar y registrar su mutuo entendimiento sobre aspectos de ejecución del Acuerdo. Estas cartas operacionales no serán usadas para enmendar el texto del Acuerdo, pero podrían ser usadas para registrar revisiones o aceptaciones que son permitidas por el Acuerdo.

J. A los intervalos que el País Importador o el Exportador consideren apropiados, pero no menos de cada 6 meses, se reunirán para revisar sus logros. Esto incluirá la revisión de la obtencion lograda de las metas y objetivos del programa general y los proyectos de ayuda propia.

K. Esta Carta de Entendimiento forma parte integral del Acuerdo de 1982 PL-480 Título I.

L. Esta Carta de Entendimiento ha sido escrita em ambos idiomas, inglés y español. En caso de ambiguedad o conflicto entre las dos versiones, la versión del idioma inglés prevalecerá. En todo caso, el Acuerdo y la Carta de Entendimiento serán firmados en ambos idiomas.

M. Para todos los propósitos relacionados con esta Carta de Entendimiento, el País Importador estará representado por las personas que desempeñen o actúen en los cargos del Secretariado Técnico de la Presidencia o del Secretario de Estado de Finanzas. El Instituto

Nacional de Estabilización de Precios (INESPRE) será representado por la persona que se desempeñe o actúe en la Oficina del Director de INESPRE; CEDOPEX será representado por la persona que se desempeñe o actúe en la Oficina del Director de CEDOPEX; y el Banco Central será representado por la persona que se desempeñe o actúe como Gobernador del Banco Central. El País Exportador será representado por el individuo que se desempeñe o actúe en la Oficina del Director de la USAID Misión en la República Dominicana. Cada una de las mencionadas autoridades, mediante notificación por escrito, podrá nombrar representantes adicionales para todos los fines relacionados con esta Carta de Entendimiento. La persona que actúe en la Unidad Coordinadora de Recursos PL-480 de la A.I.D., en el Secretariado Técnico de la Presidencia (ONAPLAN) será a la vez Coordinador del Proyecto de la PL-480. El nombramiento por el país importador de esta persona deberá ser aceptable a la A.I.D. Los nombres de los representantes de las instituciones del País Importador arriba mencionadas, con el facsímil de sus firmas, serán suministrados a la A.I.D., quién puede aceptar como debidamente autorizado cualquier documento firmado por dichos representantes en la ejecución del Acuerdo y esta Carta de Entendimiento, hasta que se reciba notificación por escrito de la revocación de su autoridad.

N. El Anexo A, "Medidas de Ayuda Propia", el cual describe las actividades para las cuales se pueden usar los fondos generados del Acuerdo, y el Anexo B el cual describe los procedimientos de desembolso de los fondos generados por las ventas de los productos de la PL-480 Título I, se anexan y forman parte de esta Carta de Entendimiento. Los

elementos del Anexo A pueden ser cambiados por los representantes autorizados del Secretariado Técnico de la Presidencia y la A.I.D. por acuerdo por escrito.

O. Previo al desembolso de cualquiera de los fondos generados bajo el Acuerdo PL-480 Título I para una actividad en particular de ayuda propia, el Secretariado Técnico de la Presidencia suministrará a la A.I.D. con los detalles de los objetivos específicos a usarse para medir hasta que fin se ha llevado a cabo la actividad en particular de ayuda propia.

EN FE DE LO CUAL, los abajo firmantes, cada cual actuando en nombre de su respectiva agencia, suscriben este Acuerdo firmado en cinco (5) originales, en fecha 21 de mayo de 1982.

POR EL GOBIERNO DE LA
REPUBLICA DOMINICANA

Dr. Bolívar Báez Ortíz
Secretario Técnico de la Presidencia

Lic. Ramón Martínez Aponte
Secretario de Estado de Finanzas

Lic. Carlos Despradel
Gobernador del Banco Central

Ing. Gustavo [illegible] Sánchez Díaz
Director Ejecutivo de SEEPRE

Dr. Jesús María Hernández
Director, CEDOPEX

POR EL GOBIERNO DE LOS
ESTADOS UNIDOS DE AMERICA:

Ronald F. Venezia
Director Interino, Misión de la
USAID en la República Dominicana

Robert R. Anlauf
Agregado Agrícola
USDA/RD

ANEXO A

MEDIDAS DE AYUDA PROPIA - ANEXO A LA

Carta de Entendimiento para el Uso

De los Fondos Generados Bajo el Acuerdo PL-480 Título I

De acuerdo con el Artículo V, Medidas de Ayuda Propia, las siguientes políticas y proyectos se llevarán a cabo:

(A) Fiebre Porcina Africana ($1.85 millones): 185 préstamos a 3,700 Beneficiarios - a través del Banco Agrícola.

Suministrar fondos a través del Banco Agrícola para las actividades de repoblación porcina.

(B) Producción Agrícola ($7.5 millones)

Continuar los esfuerzos para expandir la producción de cosechas alimenticias, con especial énfasis en los programas de ayuda a los pequeños agricultores para mejorar su productividad agrícola. Como parte de este esfuerzo, el GODR:

(1) Continuará las actividades y los programas del Banco Agrícola trabajando conjuntamente con la USAID y el Banco Interamericano de Desarrollo, para aumentar la disponibilidad de crédito para pequeños agricultores y asociaciones de agricultores ($5.0 millones); 4,200 préstamos a 4,200 Beneficiarios.

(2) Hará esfuerzos para mejorar el manejo y la rehabilitación de instalaciones de irrigación ($1.5 millones); Rehabilitación de 500 Kms. de canales de irrigación.

(3) Revisará las operaciones de las agencias involucradas en programas de apoyo de los precios para asegurarse que los productores a pequeña escala sean beneficiados de los programas de apoyo de los precios;

(4) Establecerá una unidad técnica dentro del GORD para compilar, analizar y hacer recomendaciones acerca de los costos y los precios de insumos y productos agrícolas.

(5) Crédito Agroindustrial a través del Banco Agrícola ($1.0 millones) 50 préstamos a 750 Beneficiarios.

(C) Caminos Vecinales ($2.0 millones):

Continuará los esfuerzos para mejorar las redes de transporte rural. Se le dará especial énfasis a los programas de rehabilitación de caminos vecinales. Rehabilitación de 200 Kms. de caminos vecinales.

(D) Sanidad Rural ($2.3 millones):

(1) Servicios simples de salud preventivos y curativos, incluyendo sanidad, serán disponibles a aproximadamente 80% de la población rural.

(E) Vivienda Rural ($1.5 millones);

Para un programa que mejore las condiciones de vida de las personas pobres en las areas rurales a través del INVI. Mejoramiendo de viviendas para aproximadamente 15,000 familias.

(F) Mejoramiento de las Prácticas de la Administración Financiera del CORD para el Desarrollo de Operaciones de los Proyectos ($0.15 millones)

Establecer una unidad dentro del Secretariado Técnico de la Presidencia para examinar y reformar las prácticas de la administración financiera de los proyectos y actividades de desarrollo del CORD comenzando con los proyectos financiados por la A.I.D. Unidad en operación para el 30 de septiembre de 1982.

ANEXO B

Fondo PL-480

Procedimiento para Desembolsos de las Agencias Ejecutivas

1. La Agencia Ejecutora solicitará al Secretario Técnico de la Presidencia, el desembolso del monto trimestral (para el primer trimestre), anexando una relación de los gastos a efectuarse. Para las solicitudes subsiguientes deberá anexar, además, los documentos que justifiquen los gastos anteriores.

2. El Secretario Técnico de la Presidencia, autorizará al Banco Central de la República Dominicana, con el visto bueno de la Agencia para el Desarrollo Internacional (A.I.D.), el desembolso de los fondos a cada proyecto individual. (Ver Anexo B.1.)

3. El Banco Central depositará en la Tesorería Nacional la suma solicitada.

4. El monto desembolsado será contabilizado en una cuenta especial en la Tesorería Nacional, denominada "Fondo Especial PL-480", en el capítulo presupuestario del Secretariado Técnico de la Presidencia.

5. El Secretario Técnico de la Presidencia, solicitará el desembolso de los fondos de la Tesorería Nacional, a la Agencia Ejecutora, conforme los procedimientos establecidos bajo las leyes dominicanas.

6. Los desembolsos se harán mediante cheques expedidos por el Tesorero Nacional a favor de las Agencias Ejecutoras de cada proyecto, y dichos fondos serán depositados en una cuenta bancaria separada de sus otros recursos.

7. Bajo ninguna circunstancia los procedimientos indicados en los Nos. 5 y 6 excederán de 10 días laborables.

ANEXO B.1

Banco Central de la República Dominicana
Santo Domingo, D. N.

Estimados señores:

En cumplimiento de los términos del acuerdo entre los Gobiernos de la República Dominicana y los Estados Unidos de Norteamérica, actuando a través de la Agencia para el Desarrollo Internacional, de fecha _____ _____, por medio de la presente se solicita que la suma de RD$_____ sea entregada de la Cuenta Especial en Pesos establecida en el Banco Central, de acuerdo a los términos de la PL-480, Título I, Acuerdo de _____, 19___, y sea depositada en el Banco de Reservas de la República Dominicana, Cuenta No. _____, titulada "_____".

Para su información y/o acción necesaria, le anexamos un estado financiero que muestra la situación financiera del proyecto, desde su inicio hasta la fecha.

Sírvase informar a esta oficina tan pronto dicha acción haya sido completada.

Su pronta atención a este asunto serán muy apreciada.

Atentamente,

_____
Secretariado Técnico de la Presidencia

Visto Bueno:

_____
A.I.D.

ANEXO B.2

(Agencia Ejecutora del CORD)

Identificación del Proyecto

Situación Financiera al _____

Gastos Anteriores		RD$
Más: Gastos de este Período		
Partida del Presupuesto	RD$	
_____		
_____		
_____		
_____		
_____	_____	_____
		RD$ _____
Total de Gastos a la Fecha		
Contabilidad del Avance:		
Balance del Avance para el período anterior		RD$
Avance recibido durante este período		
Sub-Total		RD$
Menos: Gastos de este período		_____
Balance del Avance		RD$
Avance solicitado para el próximo período		_____
Balance del Avance después de esta solicitud		RD$ _____

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OCEANOGRAPHY

Deep Sea Drilling Project

Agreement Between the
UNITED STATES OF AMERICA
and JAPAN

Amending the Memorandum of
Understanding of August 5, 1980

Signed at Washington May 21, 1982

9. 10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89-497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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Washington, D.C. 20402

JAPAN

Oceanography: Deep Sea Drilling Project

Agreement amending the memorandum of understanding of August 5, 1980.
Signed at Washington May 21, 1982;
Entered into force May 21, 1982.

Amendment to

MEMORANDUM OF UNDERSTANDING

between The Ocean Research Institute of
the University of Tokyo

and the

U.S. National Science Foundation
on the participation and cooperation of Japan in the
International Phase of Ocean Drilling of the
Deep Sea Drilling Project

The Ocean Research Institute of the University of Tokyo and the U.S. National Science Foundation, agree to amend sections 1(A) and 1(B) of the Memorandum of Understanding, on the participation and cooperation of Japan in the International Phase of Ocean Drilling of the Deep Sea Drilling Project, dated August 5, 1980, [1] as follows:

1. "(A) The Ocean Research Institute (ORI) of the University of Tokyo agrees to participate in the International Phase of Ocean Drilling of the Deep Sea Drilling Project for four years beginning on October 1, 1980, by using D/V Glomar Challenger. The Ocean Research Institute of the University of Tokyo will contribute to the U.S. National Science Foundation, within the budgetary appropriation, one million two hundred and fifty thousand U.S. dollars per annum for the first and second years and two million U.S. dollars per annum for the third and fourth years. As for the period from October 1, 1980 to March 31, 1981, the Ocean Research Institute of the University of Tokyo will pay six-twelfths of one million two hundred and fifty thousand dollars. Details of payments will be mutually agreed upon between the Ocean Research Institute of the University of Tokyo and NSF."

[1] TIAS 9925; 32 UST

"(B) Should IPOD drilling operations be suspended prior to the beginning of the third year the contribution of Japan for the first two-year period covered by this agreement will be reduced and refunded by NSF to the Ocean Research Institute of the University of Tokyo at the rate of $104,167 for each month prior to that date that drilling is suspended and contributions owing for the third and fourth years will be cancelled. Should IPOD drilling operations be suspended after the beginning of the third year but prior to the currently scheduled completion date as agreed to by Japan and other IPOD countries, the contribution of Japan for the third and fourth years will be reduced and refunded by NSF to the Ocean Research Institute of the University of Tokyo at the rate of $166,667 for each prior month to that date that drilling is suspended."

This amendment will take effect upon signature of both parties to this amendment which have been prepared in duplicate in the English and Japanese languages, both texts being equally authentic.

For the U.S. National Science

John B. Slaughter
Director

21 May 1982
Date

For the Ocean Research Institute

Noriyuki Nasu
Director, The Ocean Research Institute of the University of Tokyo

21 May 1982
Date

三年目及び第四年目に係る分担金の拠出は取り消されるものとする。

第三年目開始の期日以降日本及び他の本計画参加国の合意に基づく掘削活動終了予定期日以前に本計画の掘削活動が中断された場合には、米国国立科学財団は、第三年目及び第四年目に係る日本の分担金を当該掘削中断期間一ケ月当り一六六、六六七USドルの率で減額し、東京大学海洋研究所に返還するものとする。

本覚書修正は、下名両者の署名をもって効力を生ずるものとし、日本語及び英語でそれぞれ二部宛作成され、両本文はひとしく正文とする。

一九八二年五月二十一日

東京大学海洋研究所長

奈須紀幸

米国国立科学財団

学術海洋掘削部長

John B. Slaughter

「国際深海掘削計画への日本の協力、参加に関する東京大学海洋研究所と米国国立科学財団との覚書」中修正について

東京大学海洋研究所と米国国立科学財団は、一九八〇年八月五日調印の「国際深海掘削計画への日本の協力、参加に関する東京大学海洋研究所と米国国立科学財団との覚書」中第一節第(1)項及び第(2)項を左記の通り修正することに同意する。

(日本の参加と分担金)

1(1) 東京大学海洋研究所は、掘削船グローマー・チャレンジャー号を使用する国際深海掘削計画に、一九八〇年十月一日から四年間、参加することに同意する。東京大学海洋研究所は、参加のための分担金として第一年目及び第二年目には年額一二五万USドルを、第三年目及び第四年目には年額二〇〇万USドルを米国国立科学財団へ、予算の範囲内で、支払うものとする。ただし、一九八〇年十月一日から一九八一年三月三十一日迄の分担金としては、一二五万USドルの十二分の六を支払うものとする。支払いの計画の細目については、東京大学海洋研究所と米国国立科学財団の合意するところによる。

(2) 第三年目開始の期日以前に本計画の掘削活動が中断された場合には、米国国立科学財団は、本覚書が対象とする当初の二ヶ年間に係る日本の分担金を当該掘削中断期間一ヶ月当たり一〇四、一六七USドルの率で減額し、東京大学海洋研究所に返還するものとし、第

TIAS 10392
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10393

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10393

AGRICULTURAL COMMODITIES

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DEPOSITORY 325

Agreement Between the
UNITED STATES OF AMERICA
and EGYPT

Amending the Agreement of
December 21, 1981

Effected by Exchange of Notes
Signed at Cairo August 11, 1982

S9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89-497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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EGYPT

Agricultural Commodities

Agreement amending the agreement of December 21, 1981.
Effected by exchange of notes
Signed at Cairo August 11, 1982;
Entered into force August 11, 1982.

The American Chargé d'Affaires ad interim to the Egyptian Deputy Prime Minister for Economic and Financial Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA

Cairo, August 11, 1982

Excellencies:

I have the honor to refer to the Agricultural Commodities Agreement signed by representatives of our two Governments on December 21, 1981, as amended on February 5, 1982,[1] and to propose that Part II, Particular Provisions of that Agreement be further amended as follows:

I. Item I - Commodity Table - Make the following changes:

A. On line entitled "Wheat," delete "850,000" "150.0," and insert "915,000" "160.0."

B. On line entitled "Total," delete "1,350,000" "250.0," and insert "1,415,000" "260.0."

All other terms and conditions of the December 21, 1981, Agreement, as amended, remain the same.

His Excellency
Mohamed Abdel Fattah Ibrahim
Deputy Prime Minister for
Economic and Financial Affairs
of the Arab Republic of Egypt
Cairo

His Excellency
Ahmed Ahmed Nouh
Minister of Supply and Home Trade
of the Arab Republic of Egypt
Cairo

His Excellency
Dr. Youssef Wally
Minister of State for Agriculture
and Food Security
of the Arab Republic of Egypt
Cairo

---

[1] TIAS 10328; 33 UST.

If the foregoing is acceptable to your Government, I propose that this Note, together with your reply thereto, constitute agreement between our two Governments, effective the date of your Note in reply.

Accept, Excellencies, the assurance of my highest consideration.

[2]

Charge d'Affaires, ad interim

---

[2] Henry Precht.

The Egyptian Deputy Prime Minister for Economic and Financial Affairs to the American Chargé d'Affaires ad interim

ARAB REPUBLIC OF EGYPT

DEPUTY PRIME MINISTER
FOR ECONOMIC AND FINANCIAL AFFAIRS

August 11, 1982

His Excellency
Henry Precht
Charge d'Affaires
Excellency:

I have the honor to acknowledge receipt of your Note of August 11, 1982 which reads as follows:

Excellencies:

I have the honor to refer to the Agricultural Commodities Agreement signed by representatives of our two Governments on December 21, 1982[1] as amended on February 5, 1982 and to propose that Part II, Particular Provisions of that Agreement be further amended as follows:

1. Item 1. Commodity Table- Make the following changes:
   A. On line entitled "Wheat", delete "850,000" "150.0", and insert "915,000" "160.0".
   B. On line entitled "Total," delete "1,350,000" "250.0."and insert "1,415,000" "260.0.".

All other terms and conditions of the December 21, 1981 Agreement, as amended, remain the same.

If the foregoing is acceptable to your Government, I propose that this Note, together with your reply thereto, constitute agreement between our two Governments, effective the date of your Note in reply."

I have the honor to inform your Excellency that the terms of the foregoing Note are acceptable to the Government of the Arab

[1] Should read "December 21, 1981".

Republic of Egypt and that the Government of the Arab Republic of Egypt considers Your Excellency's Note and the present reply as constituting an Agreement between our two Governments on this subject to enter into force on the date of this reply.

Accept, Excellencey, the assurance of my highest consideration.

M.A.FATAH IBRAHIM
Deputy Prime Minister
for Economic and Financial
Affairs

In Witness

Ahmed Ahmed Nouh
Minister of Supply and Home Trade

DR. Youssef Wally
Minister of State for Agriculture
and Food Security

GPO 1985 47-578 (12800)

10394

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ECONOMIC ASSISTANCE

Stability Grant

Agreements Between the
UNITED STATES OF AMERICA
and ISRAEL

Amending the Agreement of
December 31, 1981

Signed March 31, 1982

and

Signed May 18, 1982

S9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89-497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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ISRAEL

Economic Assistance: Stability Grant

Agreements amending the agreement of December 31, 1981.
Signed March 31, 1982;
Entered into force March 31, 1982.
And signed May 18, 1982;
Entered into force May 18, 1982.

A.I.D. Grant No. 271-K-617

FIRST AMENDMENT
TO THE
AGREEMENT OF DECEMBER 31, 1981
BETWEEN
THE GOVERNMENT OF ISRAEL
AND
THE GOVERNMENT OF THE UNITED STATES OF AMERICA
ACTING THROUGH
THE AGENCY FOR INTERNATIONAL DEVELOPMENT

Dated: March 31 1982

TIAS 10394

AMENDMENT, dated the 31 day of March 1982, between the Government of Israel ("Israel") and the Government of the United States of America, acting through the Agency for International Development ("A.I.D."), together referred to as the "Parties."

WHEREAS the Parties have heretofore entered into an assistance agreement dated December 31, 1981[1] (the "Agreement"), pursuant to which A.I.D. agreed to grant Israel Four Hundred Three Million United States Dollars ($403,000,000), and

WHEREAS A.I.D. intended to increase the amount of such assistance during fiscal year 1982 subject to the funds being made available by the Congress and the mutual agreement of the Parties to proceed,

NOW THEREFORE, the Parties hereto agree that the Agreement shall be and hereby is amended by making the following changes:

1. The provision in Article I, "Four Hundred Three Million United States Dollars ($403,000,000)", is deleted and substituted therefor is the provision, "Eight Hundred Six Million United States Dollars ($806,000,000)", and

[1] TIAS 10283; 33 UST.

2. The paragraph under Section 3.1 shall be designated "(a)" and below it shall be inserted the following as paragraph "(b)":

> "Thereafter, A.I.D. will deposit in the bank designated pursuant to Section 3.1.(a) on March 31, 1982, the sum of the Two Hundred One Million Five Hundred Thousand United States Dollars ($201,500,000) and on July 1, 1982, the sum of Two Hundred One Million Five Hundred Thousand United States Dollars ($201,500,000)."

Except as specifically amended hereby, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Government of Israel and the Government of the United States of America, each acting through its respective duly authorized representative, have caused this Amendment to be signed in their names and delivered as of the day and year first above written.

GOVERNMENT OF ISRAEL

By: _____

Dan Halperin

Title: Minister of Economic Affairs, Government of Israel

UNITED STATES OF AMERICA

By: _____ [1]

Title: Assistant Administrator Bureau for Near East

[1] W. Antoinette Ford

A.I.D. Grant No. 271-K-617

SECOND AMENDMENT
TO THE
AGREEMENT OF DECEMBER 31, 1981
BETWEEN
THE GOVERNMENT OF ISRAEL
AND
THE GOVERNMENT OF THE UNITED STATES OF AMERICA
ACTING THROUGH
THE AGENCY FOR INTERNATIONAL DEVELOPMENT

Dated: May 18, 1982

SECOND AMENDMENT, dated the 18 day of May 1982, between the Government of Israel ("Israel") and the Government of the United States of America, acting through the Agency for International Development ("A.I.D."), together referred to as the "Parties."

WHEREAS the Parties have heretofore entered into an assistance agreement dated December 31, 1981, which was amended on March 31, 1982, (the "Agreement"), pursuant to which A.I.D. agreed to grant Israel Eight Hundred Six Million United States Dollars ($806,000,000), with disbursements to be made on dates specified in the Agreement, and

WHEREAS the Parties wish to change the date of the last disbursement,

NOW THEREFORE, the Parties hereto agree that the Agreement shall be and hereby is amended as follows:

1. In Section 3.1(b) the phrase "on July 1, 1982" is deleted and the phrase ", upon the signing of the second amendment to the Agreement," is substituted therefor.

Except as specifically amended hereby, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Government of Israel and the Government of the United States of America, each acting through its respective duly authorized representative, have caused this Amendment to be signed in their names and delivered as of the day and year first above written.

GOVERNMENT OF ISRAEL

By: Dan Halfeni

Title: Minister (Economic affairs)

UNITED STATES OF AMERICA

By:

Title: Assistant Administrator, Near East Bureau

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10395

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10395

TELECOMMUNICATIONS

Radio Communications Between Amateur Stations on Behalf of Third Parties

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Arrangement Between the
UNITED STATES OF AMERICA
and ANTIGUA and BARBUDA

Effected by Exchange of Notes
Dated at St. John's April 30 and
May 24, 1982

S9. 10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89-497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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ANTIGUA AND BARBUDA

Telecommunications: Radio Communications Between Amateur Stations on Behalf of Third Parties

Arrangement effected by exchange of notes
Dated at St. John's April 30 and May 24, 1982;
Entered into force June 23, 1982.

The American Embassy to the Ministry of External Affairs of Antigua and Barbuda

EMBASSY OF THE
UNITED STATES OF AMERICA

No. 7

The Embassy of the United States of America presents its compliments to the Ministry of External Affairs of Antigua and Barbuda and has the honor to propose that an arrangement be concluded between the United States and Antigua and Barbuda to permit the exchange of third party messages between the radio amateurs of the United States and Antigua and Barbuda.

The Embassy has been authorized to submit for the consideration of the Government of Antigua and Barbuda, the following proposal:

"Amateur radio stations of Antigua and Barbuda and of the United States may exchange internationally messages or other communications from or to third parties, provided:

"1. No compensation may be directly or indirectly paid on such messages or communications.

"2. Such communications shall be limited to conversations or messages of a technical or personal nature for which, by reason of their unimportance, recourse to the public telecommunications service is not justified. To the extent that in the event of disaster, the public telecommunications service is not readily available for expeditious handling of communications relating directly to safety of

life or property, such communications may be handled by amateur stations of the respective countries.

"3. This arrangement shall be applicable with respect to all amateur radio stations duly licensed by appropriate authorities of either the United States or Antigua and Barbuda.

"4. This arrangement shall be subject to termination by either government on sixty days' notice to the other government, by further arrangement between the two governments dealing with the same subject, or by enactment of legislation in either country inconsistent therewith."

The Embassy has the honor to suggest to the Ministry of External Affairs, providing that the Ministry concurs with the proposal quoted above, that this note, together with the Ministry's note in reply concurring with the proposal, constitute an understanding between the two Governments with respect to this matter, such understanding to be effective 30 days from the time of the Ministry's note in reply.

The Embassy of the United States of America avails itself of this opportunity to renew to the Ministry of External Affairs of Antigua and Barbuda the assurances of its highest consideration.

Embassy of the United States of America,

St. John's, April 30, 1982.

The Ministry of Foreign Affairs of Antigua and Barbuda to the American Embassy

GOVERNMENT OF ANTIGUA AND BARBUDA

MINISTRY OF FOREIGN AFFAIRS

HIGH STREET, ST. JOHN'S, ANTIGUA, W. I.
TELEPHONE: 2105

Ref. No. E.D. 19/21 - II

CABLE ADDRESS: EXTERNAL
TELEX 2122 EXTERNAL ANU AK

The Ministry of Foreign Affairs of Antigua and Barbuda presents its compliments to the Embassy of the United States of America and has the honour to acknowledge the receipt of your Note NO. 7 of April 30th 1982, which reads as follows:-

"The Embassy of the United States of America presents its compliments to the Ministry of External Affairs of Antigua and Barbuda and has the honour to propose that an arrangement be concluded between the United States and Antigua and Barbuda to permit the exchange of third party messages between the radio amateurs of the United States and Antigua and Barbuda.

The Embassy has been authorized to submit for the consideration of the Government of Antigua and Barbuda, the following proposal:

"Amateur radio stations of Antigua and Barbuda and of the United States may exchange internationally messages or other communications from or to third parties, provided:

"1. No compensation may be directly or indirectly paid on such messages or communications.

"2. Such communications shall be limited to conversations or messages of a technical or personal nature for which, by reason of their unimportance, recourse to the public telecommunications service is not justified. To the extent that in the event of disaster, the public telecommunications service is not readily available for expeditious handling of communications relating directly to safety of life or property, such communications may be handled by amateur stations of the respective countries.

"3. This arrangement shall be applicable with respect to all amateur radio stations duly licensed by appropriate authorities of either the United States or Antigua and Barbuda.

"4. This arrangement shall be subject to termination by either government on sixty days' notice to the other government, by further arrangement between the two governments dealing with the same subject, or by enactment of legislation in either country inconsistent therewith."

The Embassy has the honor to suggest to the Ministry of External Affairs, providing that the Ministry concurs with the proposal quoted above, that this note, together with the Ministry's note in reply concurring with the proposal, constitute an understanding between the two Governments with respect to this matter, such understanding to be effective 30 days from the time of the Ministry's note in reply.

The Embassy of the United States of America avails itself of this opportunity to renew the Ministry of External Affairs of Antigua and Barbuda the assurances of its highest consideration."

The Ministry of Foreign Affairs wishes to confirm that the proposals in your Note are acceptable to the Government of Antigua and Barbuda and that your Note and this reply shall constitute an agreement between the Government of Antigua and Barbuda and the Government of the United States of America.

Embassy of the United States of America
St. John's
Antigua

24th May, 1982

GPO 1985 47-580(12800)

10396

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10396

TELECOMMUNICATIONS

Radio Communications Between Amateur Stations on Behalf of Third Parties

Arrangement Between the
UNITED STATES OF AMERICA
and AUSTRALIA

Effected by Exchange of Notes
Dated at Canberra May 21 and 26, 1982

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S9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89-497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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AUSTRALIA

Telecommunications: Radio Communications Between Amateur Stations on Behalf of Third Parties

Arrangement effected by exchange of notes
Dated at Canberra May 21 and 26, 1982;
Entered into force June 25, 1982.

The American Embassy to the Australian Department of Foreign Affairs

No. 74

The Embassy of the United States of America presents its compliments to the Department of Foreign Affairs and has the honor to propose that an arrangement be concluded between the United States and Australia to permit the exchange of third party messages between radio amateurs of the United States and Australia.

The Embassy has been authorized to submit for the consideration of the Australian Government the following proposal:

Amateur radio stations of Australia and the United States may exchange internationally messages or other communications from or to third parties, provided:

1. No compensation may be directly or indirectly paid on such messages or communications.
2. Such communications will be limited to conversations or messages of a technical or personal nature for which, by reason of their unimportance, recourse to the public telecommunications service is not justified. To the extent that in the event of disaster, the public telecommunications service is not readily available for expeditious handling of communications relating directly to safety of

life or property, such communications may be handled by amateur stations of the respective countries.

3. This arrangement will be applicable with respect to all amateur radio stations duly licensed by appropriate authorities of either the United States or Australia.

4. This arrangement will be subject to termination by either Government on sixty days' notice to the other Government, by further arrangement between the two Governments dealing with the same subject, or by the enactment of legislation in either country inconsistent therewith.

The Embassy has the honor to suggest to the Department of Foreign Affairs providing that the Department concurs with the proposal quoted above, that this Note, together with the Department's Note in reply concurring with this proposal constitute an understanding between the two Governments with respect to this matter, such understanding to be effective 30 days from the time of the Department's Note in reply.

The Embassy avails itself of the opportunity to renew to the Department of Foreign Affairs the assurances of its highest consideration.

Embassy of the United States of America,

Canberra, May 21, 1982.

The Australian Department of Foreign Affairs to the American Embassy

CH136405

The Department of Foreign Affairs presents its compliments to the Embassy of the United States of America and has the honour to acknowledge receipt of the Embassy's Note No. 74 of 21 May, 1982 concerning the exchange of third party messages between radio amateurs of the United States and Australia which reads as follows:

"The Embassy of the United States of America presents its compliments to the Department of Foreign Affairs and has the honour to propose that an arrangement be concluded between the United States and Australia to permit the exchange of third party messages between radio amateurs of the United States and Australia.

The Embassy has been authorised to submit for the consideration of the Australian Government the following proposal:

Amateur radio stations of Australia and of the United States may exchange internationally messages or other communications from or to third parties, provided:

1. No compensation may be directly or indirectly paid on such messages or communications.

2. Such communications will be limited to conversations or messages of a technical or personal nature for which, by reason of their unimportance, recourse to the public telecommunications service is not justified. To the extent that in the event of disaster, the public telecommunications service is not readily available for expeditious handling of communications relating directly to safety of life or property, such communications may be handled by amateur stations of the respective countries.

3. This arrangement will be applicable with respect to all amateur radio stations duly licensed by appropriate authorities of either the United States or Australia.

4. This arrangement will be subject to termination by either Government on sixty days' notice to the other Government, by further arrangement between the two Governments dealing with the same subject, or by the enactment of legislation in either country inconsistent therewith.

The Embassy has the honour to suggest to the Department of Foreign Affairs providing that the Department concurs with the proposal quoted above, that this Note, together with the Department's Note in reply concurring with

this proposal constitute an understanding between the two Governments with respect to this matter, such understanding to be effective 30 days from the time of the Department's Note in reply.

The Embassy avails itself of the opportunity to renew to the Department of Foreign Affairs the assurances of its highest consideration."

The Department of Foreign Affairs has the honour to confirm that the contents of the Embassy's Note represent also the understanding of the Government of Australia and may be taken to be in effect 30 days from the date of this Note in reply.

The Department of Foreign Affairs avails itself of this opportunity to renew to the Embassy of the United States of America the assurances of its highest consideration.

CANBERRA A.C.T.

26 May 1982

GPO 1985 47-561 (2800)

10397

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10397

DEFENSE

International Military Education and Training (IMET)

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Agreement Between the
UNITED STATES OF AMERICA
and SIERRA LEONE

Effected by Exchange of Notes
Dated at Freetown April 1 and May 26, 1982

S9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89-497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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SIERRA LEONE

Defense: International Military Education and Training (IMET)

Agreement effected by exchange of notes
Dated at Freetown April 1 and May 26, 1982;
Entered into force May 26, 1982.

The American Embassy to the Sierra Leonean Ministry of Foreign Affairs

EMBASSY OF THE

UNITED STATES OF AMERICA

No. 37-82

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of the Republic of Sierra Leone and has the honor to refer to certain requirements of United States law concerning the provision of training related to defense articles under the United States International Military Education and Training (IMET) Program. Provisions of United States law in question prohibit the furnishing of IMET training related to defense articles unless the recipient country shall have first agreed to observe certain conditions with respect to such training. These conditions are:

1. That the recipient government will not, without the consent of the United States Government:
   A. Permit any use of such training (including training materials) by anyone not an officer, employee, or agent of the recipient government;
   B. Transfer or permit any officer, employee, or agent of the recipient government to transfer such training (including training materials) by gift, sale, or otherwise to anyone not an officer, employee, or agent of the recipient government; or
   C. Use or permit the use of such training (including training materials) for purposes other than those for which furnished by the United States Government;

2. That the recipient country will maintain the security of such training (including training materials) and will provide substantially the same degree of security protection afforded to such training and materials by the United States Government.
3. That the recipient country will permit continuous observation and review by, and furnish necessary information to, representatives of the United States Government with regard to the use of such training (including training materials); and that the recipient country will return to the United States Government such training (including training materials) as is no longer needed for the purposes for which furnished, unless the United States Government consents to some other disposition. Inasmuch as the IMET program with the Government of Sierra Leone may include training related to defense articles with respect to which the agreement of the Government of Sierra Leone to observe the foregoing conditions is required, the Embassy of the United States of America has the honor to propose that this Note, together with the Note in reply of the Ministry of Foreign Affairs stating that such conditions are acceptable to the Government of Sierra Leone shall constitute an agreement between the two governments on this subject to be effective from the date of the Ministry's Note in reply.

The Embassy of the United States of America avails itself of this opportunity to renew to the Ministry of Foreign Affairs of the Republic of Sierra Leone the assurances of its highest consideration.

EMBASSY OF THE UNITED STATES OF AMERICA
FREETOWN, *April 1, 1982.*

The Sierra Leonean Ministry of Foreign Affairs to the American Embassy

EASF/15216/4 VOL.3

The Ministry of Foreign Affairs of the Republic of Sierra Leone presents its compliments to the Embassy of the United States of America and has the honour to refer to the Embassy's Note No. 37-82 of 1st April, 1982 dealing with the provision of training under the United States International Military Education and Training (IMET) Programme.

The Ministry wishes to inform the Embassy that the conditions as outlined in the Embassy's Note under reference are acceptable to the Government of Sierra Leone and avails itself of this opportunity to renew to the Embassy of the United States of America the assurances of its highest consideration.

FREETOWN, 26TH MAY, 1982

THE EMBASSY OF THE UNITED STATES OF AMERICA,

FREETOWN.

TIAS 10397

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10398

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10398

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SCIENTIFIC COOPERATION

Agreements Between the
UNITED STATES OF AMERICA
and BRAZIL

Extending the Agreement of
December 1, 1971, as Amended
and Extended

Effected by Exchange of Notes
Dated at Brasilia November 27 and 30, 1981

and

Exchange of Notes
Dated at Brasilia May 19 and June 1, 1982

S9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89-497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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BRAZIL

Scientific Cooperation

Agreements extending the agreement of December 1, 1971, as amended and extended.
Effected by exchange of notes
Dated at Brasilia November 27 and 30, 1981;
Entered into force November 30, 1981.
And exchange of notes
Dated at Brasilia May 19 and June 1, 1982;
Entered into force June 1, 1982.

The American Embassy to the Brazilian Ministry of External Relations

No. 389

The Embassy of the United States of America presents its compliments to the Ministry of External Relations of the Federative Republic of Brazil and has the honor to inform that the Government of the United States of America agrees to renew, for a period of six months from 1 December 1981, the Agreement on a Program of Scientific and Technological Cooperation between the United States of America and the Federative Republic of Brazil, originally signed at Brasilia 1 December 1971, and subsequently renewed and revised by exchange of the Ministry's Note number DCTEC/DAI/DCS/158/692(B46)(B13) of 27 December 1976 and this Embassy's Note number 522 of 28 December 1976.[1]

The Government of the United States looks forward to receiving at an early opportunity from the Government of the Federative Republic of Brazil proposals to revise this agreement so that a new text can be negotiated in a timely way.

The Embassy of the United States of America takes this opportunity to renew to the Ministry assurances or its highest consideration.

Embassy of the United States of America

Brasilia, 27 November 1981

[1] TIAS 7221, 8749; 22 UST 1799; 28 UST 8151.

The Brazilian Ministry of Foreign Affairs to the American Embassy

DAI/DCTEC/DNU/DCS/ 112 /692(B46)(B13)

O Ministério das Relações Exteriores cumprimenta a Embaixada dos Estados Unidos da América e tem a honra de acusar recebimento da nota nº 389, de 27 de novembro de 1981, cujo teor, em português, é o seguinte:

"A Embaixada dos Estados Unidos da América cumprimenta o Ministério das Relações Exteriores da República Federativa do Brasil e tem a honra de informá-lo de que o Governo dos Estados Unidos da América concorda em renovar, por um período de seis meses a partir de 1º de dezembro de 1981, o Acordo para um Programa de Cooperação Científica e Tecnológica entre os Estados Unidos da América e a República Federativa do Brasil, inicialmente assinado em Brasília a 1º de dezembro de 1971, e posteriormente renovado e revisto por troca das notas nº DCTEC/DAI/DCS/158/692 (B46)(B13), de 27 de dezembro de 1976, do Ministério, e nº 522, de 28 de dezembro de 1976, da Embaixada.

O Governo dos Estados Unidos espera receber, em breve oportunidade, do Governo da República Federativa do Brasil, propostas para a revisão do acordo, a fim de que um novo texto possa ser negociado em tempo hábil.

A Embaixada dos Estados Unidos da América aproveita a oportunidade para renovar ao Ministério os protestos de sua mais alta consideração".

2. Em resposta, o Ministério das Relações Exteriores informa a Embaixada dos Estados Unidos da América de que o Governo brasileiro concorda com os termos da nota acima transcrita, a qual, juntamente com a presente, passa a constituir Acordo entre os dois Governos, a entrar em vigor nesta data.

Brasília, em 30 de novembro de 1981.

TRANSLATION

DAI/DCTEC/DNU/DCS/ 112/692(B46)(B13)

The Ministry of Foreign Affairs presents its compliments to the Embassy of the United States of America and has the honor to acknowledge receipt of its note No. 389 of November 27, 1981, which, in Portuguese, reads as follows:

[For the English language text, see p. 2.]

2. In reply, the Ministry of Foreign Affairs informs the Embassy of the United States of America that the Government of Brazil accepts the terms of the transcribed note, which, together with this reply, shall constitute an agreement between the two Governments that enters into force on this date.

Brasilia, November 30, 1981

The Brazilian Ministry of Foreign Affairs to the American Embassy

DCTEC/DAI/DCS/ 52 / 692.(B46)(B13)

O Ministério das Relações Exteriores cumprimenta a Embaixada dos Estados Unidos da América e tem a honra de propor-lhe a prorrogação, por um período adicional de 6 (seis) meses, a partir de 1º de junho de 1982, da vigência do Acordo para um Programa de Cooperação Científica e Tecnológica entre a República Federativa do Brasil e os Estados Unidos da América, firmado em Brasília em 1.12.71, com vigência inicial de 5 anos, prorrogado em 1.12.76 por um período adicional de 5 anos e, mais recentemente, prorrogado por um prazo de 6 meses, a esgotar-se em 1º de junho próximo.

2. Oportunamente, o Ministério das Relações Exteriores fará chegar à Embaixada dos Estados Unidos da América proposta de texto para um novo Acordo nesse campo.

3. Caso o Governo dos Estados Unidos da América concorde com os termos da presente nota, passará esta, juntamente com a nota de resposta da Embaixada, a constituir Acordo entre os dois Governos, a entrar em vigor na data da nota de resposta.

Brasília, em 1º de maio de 1982.

TRANSLATION

DCTEC/DAI/DCS/52/692.(B46)(B13)

The Ministry of Foreign Affairs presents its compliments to the Embassy of the United States of America and has the honor to propose the extension, for an additional six months beginning on June 1, 1982, of the Agreement on a Program of Scientific and Technological Cooperation Between the Federative Republic of Brazil and the United States of America signed at Brasilia on December 1, 1971. The initial term of the Agreement was five years. It was extended on December 1, 1976, for five additional years and more recently was extended for six months, to expire on June 1, 1982.

2. In due time, the Ministry of Foreign Affairs will send a proposed text for a new agreement in this field to the Embassy of the United States.

3. If the Government of the United States of America accepts the terms of this note, then this note together with the Embassy's reply thereto shall constitute an agreement between the two Governments which will enter into force on the date of the reply.

Brasilia, May 19, 1982

[Initialed]

The American Embassy to the Brazilian Ministry of External Relations

No. 151

The Embassy of the United States of America presents its compliments to the Ministry of External Relations of the Federative Republic of Brazil and has the honor to acknowled receipt of the Ministry's Note number DCTEC/DAI/DCS/52/692 (B46)(B13) of May 19, 1982. The Ministry's Note proposes, with the agreement of the United States of America, that the Agreement on a Progra of Scientific and Technological Cooperation, signed by the Governments of Brazil and the United States on December 1, 1971, and extended several time since that date, be extended for an additional period of six months from June 1, 1982.

In reply, the Embassy informs the Ministry of External Relations of the Federative Republic of Brazil that the Government of the United States of America accepts the terms of the above mentioned note which, with this present note, will constitute an Agreement between the two Governments to enter into force on this date.

The Embassy of the United States of America takes this opportunity to renew to the Ministry of External Relations the assurances of its highest consideration.

L.A.M.

Embassy of the United States of America

Brasilia, June 1, 1982

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DEFENSE FACILITIES

Agreement Between the
UNITED STATES OF AMERICA
and MOROCCO

Effected by Exchange of Notes
Signed at Washington May 27, 1982

S9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89-497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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MOROCCO

Defense Facilities

Agreement effected by exchange of notes
Signed at Washington May 27, 1982;
Entered into force May 27, 1982.

The Secretary of State to the Moroccan Minister of State in charge of Foreign Affairs

DEPARTMENT OF STATE
WASHINGTON

May 27, 1982

Excellency:

I have the honor to refer to the recent discussions between our two governments regarding efforts to promote peace and stability. As a result of these discussions, I have the honor to propose the following agreement:

(1) The Governments of the Kingdom of Morocco and the United States agree to take all agreed measures for cooperation in the military field.

(2) In this context the Government of the Kingdom of Morocco authorizes the use and transit by United States forces of agreed aerial ports in emergencies and for periodic training. When it is agreed by the two governments, the United States may construct facilities or improvements in connection with use of the aerial ports.

(3) The United States will not permanently station armed forces or establish United States military bases in Morocco in connection with carrying out activities under this Agreement.

His Excellency
M'Hamed Boucetta,
Minister of State in charge
of Foreign Affairs.

All aerial ports involved shall remain under the Moroccan flag and command. However, United States forces and their equipment will be under the command and control of a United States commander when in Morocco.

(4) Specific provisions regarding United States military activities, and the status of such United States personnel as may be present temporarily in Morocco in connection with this Agreement, shall be agreed upon by the Parties.

(5) This Agreement shall have an initial term of six years. It shall continue in force thereafter subject to the right of either party to terminate the Agreement on two years notice which shall be given no earlier than four years after its entry into force.

If the foregoing is acceptable to the Government of the Kingdom of Morocco, I have the honor to propose that this note, together with your reply to that effect, shall constitute an Agreement between our two governments which shall enter into force on this date.

Accept, Excellency, the renewed assurances of my highest consideration.

[1]

[1] Alexander M. Haig, Jr.

The Moroccan Minister of State in charge of Foreign Affairs to the Secretary of State

Embassy of the
Kingdom of Morocco

le 27 mai 1982

Excellence,

J'ai l'honneur de me référer aux récents entretiens qui ont eu lieu entre nos deux Gouvernements concernant les efforts visant à promouvoir la paix et la stabilité. Je confirme que l'accord figurant dans votre note est accepté par le Gouvernement de sa Majeste le roi Hassan II. En vous confirmant l'accord sur les dispositions ci-dessous, il me plaît d'évoquer l'atmosphère franche et cordiale dans laquelle se sont déroulés nos entretiens et d'en souligner le caractère particulier en vue de consolider les liens d'amitié séculaires qui unissent nos deux pays pour la sauvegarde de leur indépendance, leur souveraineté et leur intégrité territoriale et pour la défense des valeurs qui leur sont communes de liberté et de progrès.

1) Les Gouvernements du Royaume du Maroc et des Etats-Unis conviennent de prendre toutes les mesures agréées pour la coopération dans le domaine militaire.

2) Dans ce contexte, le Gouvernement du Royaume du Maroc autorise les forces des Etats-Unis à utiliser les aéroports agréés et à s'y rendre en transit en cas d'urgence et pour un entraînement périodique. Lorsque les deux gouvernements

Son Excellence

Monsieur Alexander M. Haig, Jr.,

Secrétaire d'Etat des Etats-Unis d'Amérique.

en conviennent, les Etats-Unis peuvent construire des installations ou des améliorations liées à l'utilisation des aéroports.

3) Les Etats-Unis ne tiendront pas de garnisons permanentes ni n'établiront de bases militaires américaines au Maroc aux fins d'activités entreprises aux termes du présent Accord. Tous les aéroports concernés resteront placés sous le drapeau et sous le commandement marocains. Toutefois, les forces des Etats-Unis et leur équipement seront placés sous le commandement et le contrôle d'un commandant américain durant leur présence au Maroc.

4) Les dispositions particulières concernant les activités militaires des Etats-Unis et la situation de tout personnel américain détaché temporairement au Maroc aux fins du présent Accord font l'objet de l'accord des Parties.

5) Le présent Accord a une durée initiale de six ans. Il continue d'être en vigueur par la suite sous réserve du droit de l'une ou l'autre des Parties de dénoncer l'Accord sur préavis de deux ans donné quatre ans au plus tôt après son entrée en vigueur.

Le présent Accord entre en vigueur à la date de ce jour.

Veuillez agréer, Excellence, l'assurance renouvelée de ma haute considération.

TRANSLATION

EMBASSY OF THE KINGDOM OF MOROCCO

May 27, 1982

Excellency:

I have the honor to refer to the recent discussions between our two governments regarding efforts to promote peace and stability. I confirm that the agreement in your note is acceptable to the Government of the Kingdom of Morocco.

In confirming to you the agreement of the government of His Majesty, King Hassan II, concerning the provisions below, it gives me pleasure to recall the frank and cordial atmosphere in which our conversations have taken place and to emphasize their unique character, in order to consolidate the ties of century-old friendship which unite our two countries for safeguarding their independence, sovereignty, and territorial integrity, and for defense of the common values of liberty and progress.

(1) The Governments of the Kingdom of Morocco and the United States agree to take all agreed measures of cooperation in the military field.

(2) In this context the Government of the Kingdom of Morocco authorizes the use and transit by United States forces of agreed aerial ports in emergencies and for periodic training. When it is agreed by the two governments the United States may construct facilities or improvements in connection with use of the aerial ports.

(3) The United States will not permanently station armed forces or establish United States military bases in Morocco in connection with carrying out activities under this Agreement. All aerial ports involved shall remain under the Moroccan flag and command. However, United States forces and their equipment will be under the command and control of a United States commander when in Morocco.

(4) Specific provisions regarding United States military activities, and the status of such United States personnel as may be present temporarily in Morocco in connection with this Agreement, shall be agreed upon by the Parties.

(5) This Agreement shall have an initial term of six years. It shall continue in force thereafter subject to the right of either party to terminate the Agreement on two years notice which shall be given no earlier than four years after its entry into force.

This agreement will enter into force on May 27, 1982.

Accept, Excellency, the renewed assurances of my highest consideration.

M'Hamed Boucetta

His Excellency

Alexander M. Haig, Jr.,

Secretary of State of the United States of America.

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AVIATION

Transport Services

Agreement Between the UNITED STATES OF AMERICA and COLOMBIA

Amending the Agreement of October 24, 1956, as Amended

Effected by Exchange of Notes
Signed at Bogota October 16 and 22, 1981
and April 21, 1982

S9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89-497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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COLOMBIA

Aviation: Transport Services

Agreement amending the agreement of October 24, 1956, as amended.
Effected by exchange of notes
Signed at Bogota October 16 and 22, 1981 and April 21, 1982;
Entered into force April 21, 1982.

READEX FICHE best copy available

The Colombian Minister of Foreign Relations to the American Ambassador

Ministerio de Relaciones Exteriores

Bogotá D.E., octubre 16 de 1981

D.M. 318.

Excelencia :

Como es de conocimiento de Vuestra Excelencia, en la reunión de consulta entre autoridades aeronáuticas de Colombia y de los Estados Unidos de América, que se llevó a cabo en la ciudad de Washington en el pasado mes de febrero del año en curso, como también en una reunión posterior de carácter informal celebrada en la misma ciudad entre las mismas autoridades el mes de septiembre último, se ha venido discutiendo la posibilidad de modificar el actual Cuadro de Rutas del Anexo II del Acuerdo sobre transporte aéreo vigente entre el Gobierno de la República de Colombia y el Gobierno de los Estados Unidos de América, suscrito en Bogotá el 24 de octubre de 1956, con el objeto de incluír en el mismo a la ciudad de Cartagena para las líneas aéreas designadas por el Gobierno de los Estados Unidos de América, en la ruta B-1.

Como al parecer sobre este asunto ya existe un acuerdo entre las Partes, en nombre de mi Gobierno y a solicitud del señor Jefe del Departamento Administrativo de la Aeronáutica Civil, me permito proponer al Gobierno de Vuestra Excelencia que el citado Cuadro de Rutas del Anexo II del Acuerdo Aéreo de 1956 sea modificado en el sentido de incluír la ciudad de Cartagena para las empresas aéreas designadas por el Gobierno de los Estados Unidos de América, en la ruta B-1.

A Su Excelencia
El Señor THOMAS D. BOYATT
Embajador Extraordinario y Plenipotenciario
de los Estados Unidos de América
LA CIUDAD

En consecuencia, si el Gobierno de los Estados Unidos de América está de acuerdo con lo anterior, tengo el honor de proponer que tanto la presente nota como la respuesta favorable de Vuestra Excelencia, se consideren como un acuerdo formal que protocoliza la enmienda al Cuadro de Rutas del Anexo II del Acuerdo Aéreo Bilateral de 1956, en la ruta B-1.

Aprovecho la oportunidad para reiterar a Vuestra Excelencia las seguridades de mi más alta y distinguida consideración.

CARLOS LEMOS SIMMONDS
Ministro de Relaciones Exteriores

TRANSLATION

Ministry of Foreign Relations

Bogota, D.E., October 16, 1981

D.M. 318

Excellency:

As your Excellency knows, at the consultative meeting between aeronautics authorities from Colombia and the United States of America held at Washington in February 1981 and at a later informal meeting held in the same city between the same authorities in September 1981, discussion bore on the possibility of amending the existing Route Schedule in Annex II of the Air Transport Agreement in force between the Government of the Republic of Colombia and the Government of the United States of America signed at Bogota on October 24, 1956,[1] in order to include on Route B-1 the city of Cartagena for airlines designated by the Government of the United States.

Inasmuch as the parties have apparently already agreed on this matter, on behalf of my government and at the request of the Chief of the Civil Aeronautics Administrative Department, I wish to propose to Your Excellency's Government that the above-mentioned Route Schedule in Annex II of the 1956 Air Agreement be amended to include on Route B-1 the city of Cartagena for airlines designated by the Government of the United States of America.

Therefore, if the Government of the United States is in agreement with

His Excellency
Thomas D. Boyatt,
Ambassador Extraordinary and Plenipotentiary
of the United States of America,
Bogota, D.E.

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[1] TIAS 5338, 6593; 14 UST 429; 19 UST 7501.

the foregoing, I have the honor to propose that both this note and a favorable response by your Excellency be considered as a formal agreement to amend Route B-1 on the Route Schedule in Annex II of the 1956 bilateral Air Agreement.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest consideration.

Carlos Lemos Simmonds

Carlos Lemos Simmonds
Minister of Foreign Relations

The Colombian Minister of Foreign Relations to the American Ambassador

Ministerio de Relaciones Exteriores

DM. 326

Bogotá D.E., 22 de octubre de 1981

Excelencia :

A solicitud del señor Jefe del Departamento Administrativo de Aeronáutica Civil, tengo el honor de referirme a la nota número DM 318 que tuve oportunidad de dirigir a Vuestra Excelencia con fecha 16 del presente mes de octubre, con el fin de hacer la siguiente precisión :

Queda entendido que la modificación que propone el Gobierno de Colombia al Ilustrado Gobierno de los Estados Unidos de América se refiere a la inclusión de la ciudad de Cartagena para las empresas aéreas designadas por el Gobierno de los Estados Unidos de América en el Cuadro de Rutas del Anexo II del Acuerdo Aéreo entre los dos países, suscrito en Bogotá el 24 de octubre de 1956, tal como dicho Cuadro de Rutas del Anexo II del Acuerdo Aéreo bilateral de 1956 quedó enmendado mediante Canje de Notas firmado en Bogotá el día 23 de octubre de 1968, en lo referente concretamente a la ruta A.1 que dice : "De territorio de los Estados Unidos a Barranquilla, Bogotá y Cali, y más allá de Colombia, a puntos en el hemisferio occidental".

En consecuencia, si el Gobierno de los Estados Unidos de América está de acuerdo con lo anterior, tengo el honor de proponer que tanto la presente nota como la mía número 318 del 16 de octubre y la respuesta favorable de Vuestra Excelencia, se consideren como un acuerdo formal que protocoliza la enmienda al Cuadro de Rutas del Anexo II del Acuerdo bilateral de 1956, tal como quedó enmen-

A Su Excelencia
El Señor THOMAS D. BOYATT
Embajador Extraordinario y Plenipotenciario
de los Estados Unidos de América
LA CIUDAD

dado por el Canje de Notas firmado en Bogotá el 23 de octubre de 1968, en lo relativo específicamente a la ruta A.1.

Sin otro particular, aprovecho la oportunidad para reiterar a Vuestra Excelencia las seguridades de mi más alta y distinguida consideración.

CARLOS LEMOS SIMMONDS
Ministro de Relaciones Exteriores

TRANSLATION

Minister of Foreign Relations

DM 326

Bogota D.E., October 22, 1981

Excellency:

At the request of the Chief of the Civil Aeronautics Administrative Department, I have the honor to refer to note DM 318 which I sent to Your Excellency on October 16, 1981, in order to make the following clarification:

It is understood that the amendment proposed by the Government of Colombia to the Government of the United States of America concerns inclusion of the city of Cartagena for airlines designated by the Government of the United States on the Route Schedule in Annex II of the Air Agreement between the two countries signed at Bogota on October 24, 1956, as the aforementioned Route Schedule in Annex II of the 1956 bilateral Air Agreement was amended by an exchange of notes signed at Bogota on October 23, 1968. The amendment specifically concerns Route A.1, which reads: "From United States territory to Barranquilla, Bogota, and Cali and beyond Colombia to points in the Western Hemisphere."

Therefore, if the Government of the United States of America is in agreement with the foregoing, I have the honor to propose that this note and my note No. 318 of October 16, 1981, together with a favorable response by Your Excellency be considered as a formal agreement to amend the Route Schedule in Annex II of the 1956 bilateral Agreement, as amended by an exchange of notes signed at Bogota on October 23, 1968, specifically as concerns Route A.1.

His Excellency
Thomas D. Boyatt,
Ambassador Extraordinary and Plenipotentiary
of the United States of America,
Bogota, D.E.

I avail myself of this opportunity to renew to your Excellency the assurances of my highest consideration.

Carlos Lemos Simmonds

Carlos Lemos Simmonds
Minister of Foreign Relations

The American Charge d'Affaires ad interim to the Colombian Minister of Foreign Relations

April 21, 1982

No. 295

Excellency:

I have the honor to refer to the agreement of October 24, 1956, as amended, between the United States of America and the Republic of Colombia relating to air transport services, and to Diplomatic Notes No. 318 and No. 326 of the Government of Colombia dated October 16 and October 22, 1981, respectively. In the aforementioned diplomatic notes you proposed that Route A.1 of Annex II of the Air Transport Agreement be amended to include the city of Cartagena for operations of airlines designated by the United States. Route A.1 as amended will read as follows:

A. An airline or airlines designated by the Government of the United States shall be entitled to operate air services on the route specified below, via intermediate points, in both directions and to make scheduled landings in Colombia at the points specified below:

1. From United States territory to Barranquilla, Bogota, Cali and Cartagena, and beyond Colombia to points in the Western Hemisphere.

You further proposed that your diplomatic notes and a favorable response by the Government of the United States of America be considered as a formal agreement to amend the air transport agreement of October 24, 1956, as amended. I have

the honor to accept your proposal on behalf of the Government of the United States, and to affirm the understanding of my Government that this Note, together with your Notes dated October 16 and 22, 1981, constitute an agreement amending the Air Transport Agreement of October 24, 1956, as amended, in the form described herein.

Accept, Excellency, the renewed assurances of my highest consideration.

[1]

His Excellency

Doctor Carlos Lemos Simmonds,

Minister of Foreign Relations,

Bogotá.

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[1] Alexander F. Watson.

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AVIATION

Transport Services

Protocol Between the UNITED STATES OF AMERICA and the PEOPLE'S REPUBLIC OF CHINA

Amending the Agreement of September 17, 1980

Signed at Beijing August 19, 1982

S9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89-497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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PEOPLE'S REPUBLIC OF CHINA

Aviation: Transport Services

Protocol amending the agreement of September 17, 1980.
Signed at Beijing August 19, 1982;
Entered into force August 19, 1982.

PROTOCOL TO AMEND THE AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF CHINA RELATING TO CIVIL AIR TRANSPORT

The Government of the United States of America and The Government of the People's Republic of China, subsequent to the consultations held in Beijing August 9-14th 1982 between their respective civil aviation delegations, have agreed to amend their Civil Air Transport Agreement and its side letters[1] (hereinafter referred to as "the Agreement") as follows:

[1] TIAS 10326; 33 UST. [Footnote added by the Department of State.]

I. SECOND ROUTE

ANNEX I, Section II relating to the "Second Route" shall be replaced by the following:

A. For the United States of America

The second airline designated by the United States of America shall be entitled to operate the agreed services on the following route in both directions:

Chicago, San Francisco, Los Angeles, Seattle or Honolulu, Tokyo or another point in Japan, Shanghai, Guangzhou, Beijing*.

B. For the People's Republic of China

The second airline designated by the People's Republic of China shall be entitled to operate the agreed services on the following route in both directions:

Beijing*, Guangzhou, Shanghai, Tokyo or another point in Japan, Honolulu or Seattle, Los Angeles, San Francisco, Chicago. Anchorage may be utilized as a technical stop in both directions on this route.

C. The United States side expressed its desire to have the opportunity to operate combination services to Beijing by the second designated airline of the United States in the future when additional capacity is agreed to for the first route. The Chinese side indicated its readiness to consider the desire at that time.

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*Beijing is for operation of all-cargo service only, which may also include Guangzhou or Shanghai but not both, or Guangzhou and Shanghai but not Beijing. If the second designated airline of either Party desires to change the points subsequent to its initial selection, that airline shall furnish twelve (12) months' notice to the aeronautical authorities of the other Party. Such change shall be subject to the concurrence of that other Party.

II. TRAFFIC RIGHTS IN JAPAN/STOPOVER RIGHTS IN THE UNITED STATES

Pursuant to paragraphs (4) and (5) of the letters exchanged on September 8, 1980 between Mr. Lin Zheng and Mr. B. Boyd Hight relating to the utilization of full traffic rights at a point or points in Japan, both sides agreed to the following:

A. Prior to the operation of any of their Japan frequencies, the designated airlines of China shall be entitled to enjoy full stopover rights* at all United States points on the specified routes in respect of all frequencies of the agreed services.

B. If a Chinese designated airline commences operation through Tokyo, or a point service, the exercise of stopover rights by the said airline shall be discontinued and shall be subject to further consultations between the two Parties.

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*For the purpose of this Protocol, the term "stopover rights" means the right for the designated airlines of China to unload the traffic carried on the agreed services at one point in the territory of the other Party and thereafter load such traffic on the agreed services for carriage to another point in the said territory.

III. CAPACITY ARRANGEMENT

ANNEX V shall be amended to include section (4) as follows:

(4) The commencement of the agreed services on Route 2 shall be governed by the following understandings:

(A) Beginning January 27, 1983, the second designated airline of each Party shall be entitled to operate one all-cargo frequency per week. All unused all-cargo frequencies, as well as a "reserved frequency" per week for one year, may be accumulated. At any time after January 27, 1985, the second designated airline may, at its discretion, use each accumulated frequency. However, only the "reserved frequencies" may be used as combination frequencies.

(B) Beginning January 27, 1984, the second designated airline of each Party shall be entitled to operate two frequencies per week on Route 2. Each frequency may be either all-cargo or combination at the airline's discretion. All unused frequencies may be accumulated.

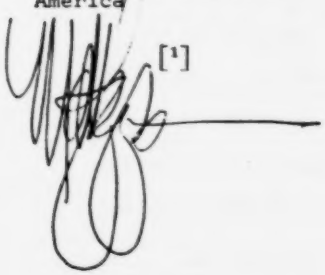
(C) Beginning January 27, 1985, the second designated airline of each Party shall be entitled to operate frequencies as described in paragraph (B), and may also, at its discretion, use any accumulated frequencies. However, for the year of 1985, no more than three combination frequencies per week shall be operated.

IV. ENTRY INTO FORCE

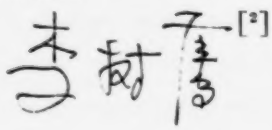
This Protocol shall enter into force on the date of its signature.

DONE in Beijing on August 19, 1982, in duplicate in the English and Chinese languages, both texts being equally authentic.

For the Government of The United States of America


[1]

For the Government of The People's Republic of China


[2]

[1] Matthew V. Scocozza.
[2] Li Shu Fan.

关于修改《中华人民共和国政府和美利坚合众国政府民用航空运输协定》的议定书

中华人民共和国政府和美利坚合众国政府，在其民用航空代表团于一九八二年八月九日至十四日在北京进行协商后，同意对两国政府民用航空运输协定及其换文（以下称为"协定"），作如下修改：

一、第二条航线

附件一第二节"第二条航线"以下列规定取代：

（一） 中华人民共和国方面

中华人民共和国指定的第二家空运企业有权在下列航线上经营往返协议航班：

北京—广州—上海—东京或日本境内的另一地点—檀香山或西雅图—洛杉矶—旧金山—芝加哥。

安克雷季可用作往返此航线的技术经停地点。

（二） 美利坚合众国方面

美利坚合众国指定的第二家空运企业有权在下列航线上经营往返协议航班：

芝加哥—旧金山—洛杉矶—西雅图或檀香山—东京或日本境内的另一地点—上海—广州—北京*。

（三） 美方表示，希望将来双方同意在第一条航线上增加运力的时候，美国第二家指定空运企业能有经营客货混合航班至北京的机会。中方表示届时愿予考虑。

二、日本业务权／美国境内的中途分程权

根据林征和波依特·海特先生一九八〇年九月八日关于在日本境内一点或多点使用充分业务权的换文第四和第五款的规定，双方协议如下：

（一） 中国指定空运企业在未经营经停日本的班次之前，其协议航班的所有班次在规定航线上美国境内的所有地点均享有充分的中

---

*北京仅供经营全货运航班使用。此类全货运航班亦可经停广州或上海，但不能经停两地，或经停广州和上海，但不能经停北京。任何一方指定的第二家空运企业如欲在其首次选定地点之后改变地点，应提前十二个月通知另一方航空当局。此种改变，应经另一方同意。

途分程权*。

（二） 如一家中国指定空运企业开始经营经停东京的航班或一个定点航班，则该空运企业不应继续实施中途分程权，这种权利的实施应经双方进一步协商。

三、运力安排

附件五应增加下列第四节：

"四、第二条航线上的协议航班应按以下谅解开始经营：

"（一） 自一九八三年一月二十七日起，每方第二家指定空运企业有权每周经营一班全货运航班。所有未使用的全货班班次以及一年内每周一次的'保留班次'，可予以积累。在一九八五年一月二十七日以后的任何时候，该空运企业可自行决定使用所积累的每一个班次。然而，只有'保留班次'才能用于飞行混合航班。

"（二） 自一九八四年一月二十七日起，每方第二家指定空运企业有权在第二条航线上每周经营两个班次。每一班次可用于飞行全货班或混合航班，航班类别由该空运企业自行决定。所有未使用的班

*在本议定书中，"中途分程权"指中国指定空运企业将协议航班载运的业务在对方讲内的一个地点卸下，然后装上协议航班运送至上述讲内另一地点的权利。

次可予积累。

"（三） 自一九八五年一月二十七日起，每方第二家指定空运企业有权按以上第（二）点所述经营班次，并可自行决定使用所积累的任何班次。然而，在一九八五年内，每周至多经营三次混合航班。"

四、生 效

本议定书自签字之日起生效。

本议定书于一九八二年八月十九日在北京签订，共两份，每份都用中文和英文写成，两种文本具有同等效力。

中华人民共和国政府
代 表

美利坚合众国政府
代 表

10406

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10406

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PRISONER TRANSFER

War/Civilian Internees

Memorandum of Agreement
Between the
UNITED STATES OF AMERICA
and the REPUBLIC OF KOREA

Signed at Seoul February 12, 1982

S 9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89-497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

" . . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

For sale by the Superintendent of Documents, U.S. Government Printing Office
Washington, D.C. 20402

REPUBLIC OF KOREA

Prisoner Transfer: War/Civilian Internees

Memorandum of agreement signed at Seoul February 12, 1982;
Entered into force February 12, 1982.

MEMORANDUM OF AGREEMENT ON THE TRANSFER OF PRISONERS OF WAR/CIVILIAN INTERNEES

Whereas, the United States of America (USA) and the Republic of Korea (ROK) are signatories to the 1949 Geneva Conventions for the protection of war victims; [1] and

Whereas, Article 12 of the Convention Relative to the Treatment of Prisoners of War and Article 45 of the Convention Relative to the Protection of Civilian Persons in Time of War indicate that prisoners of war and civilian internees may be transferred among parties to those conventions; and

Whereas, the USA and the ROK have declared their common determination to defend themselves against external armed attack in accordance with the provisions of the Mutual Defense Treaty of 1 October 1953; [2] and considering that, should hostilities recur in Korea, mutual defense would be assisted by transferring enemy prisoners of war and civilian internees (EPW/CI) captured by the armed forces of the USA to the armed forces of the ROK;

Therefore, the military authorities of the USA and the ROK shall observe the following agreement regarding enemy prisoners of war and civilian internees captured by the US armed forces:

1. The armed forces of both parties undertake to treat all enemy prisoners of war and civilian internees in accordance with the provisions of the Geneva Conventions of 1949.

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[1] TIAS 3362, 3363, 3364, 3365; 6 UST 3114, 3217, 3316, 3516.
[2] TIAS 3097; 5 UST 2368.

2. The armed forces of the ROK will accept and will be responsible for maintaining and safeguarding EPW/CI whose custody has been transferred to them by the armed forces of the USA.

3. The armed forces of the USA will process and classify EPW/CI prior to transfer. EPW/CI will not be reclassified by the ROK armed forces without the consent of US Armed Forces. However, the armed forces of the USA will give serious consideration to properly justified requests for reclassification.

4. Accurate accountability for all personnel turned over to the armed forces of the ROK shall be the separate responsibility of both the USA and the ROK. The ROK will notify the US side of any change in location, change in physical condition, death or place of burial of US transferred EPW/CI.

5. US liaison officers may be assigned and/or will have access to each internment facility for the purpose of logistic and administrative cooperation and also for the purposes of collecting information on facilities, personnel and records on US transferred EPW/CI and will be permitted to conduct interrogations of such EPW/CI.

6. The ROK shall return to USA control any specified USA captured EPW/CI when requested by the USA.

7. Release or repatriation of any USA transferred EPW/CI shall be made upon mutual agreement by the military authorities of both parties.

8. The USA shall reimburse the ROK upon request for the actual cost involved in maintaining USA captured EPW/CI which were transferred to ROK custody pursuant to this agreement.

9. The USA and the ROK shall promulgate directives implementing this agreement within six months after this agreement is signed by both parties. The directives shall identify specific logistic support and outline transfer procedures as determined by mutual agreement.

10. This agreement, and agreed revisions thereof, shall be in English and Korean. Both texts shall have equal authenticity.

IN WITNESS WHEREOF the undersigned, being duly authorized by their respective Governments, have signed this Agreement.

DONE at Seoul this 12th day of February 1982.

For the United States of America

JOSEPH T. PALASTRA, JR.
Major General, Chief of Staff
United States Forces Korea

For the Republic of Korea

AHN, PIL JOON
Major General, ACofS, G-1
Republic of Korea Army

전시포로 및 민간인 억류자 이양에 관한 합의각서

대한민국(한국) 과 미합중국(미국) 은 전시 희생자 보호에 관한 1949년 제네바 협정 서명 국가이며

전시포로의 대우에 관한 제네바 협정 제 12조 및 전시 민간인 보호에 관한 제네바 협정 제 45조는 동 협정 가맹 당사국간에 전시포로 및 민간인 억류자를 이양 할수 있음이 명시 되어 있으며

한국 및 미국은 1953년 10월 1일 체결한 상호방위조약 규정에 따라 외부 침략으로부터 자주국방을 위한 공동결의를 선언 하였으며 이에 따라 한국에서 전쟁이 재발할 경우 미군측에서 포획한 전시포로 및 민간인 억류자를 한국군에 이양 함으로서 상호 방위에 도움이 될 것이다.

이로서 한국군 및 미군 당국은 미군에 의하여 포획된 전시포로 및 민간인 억류자에 대하여 다음 합의사항을 준수 하여야 한다.

1. 한국군 당국은 1949년 제네바 협정에 따라 전시포로 및 민간인 억류자에 대한 대우를 보장한다.

2. 한국군은 미군측으로부터 신병이 인계된 전시로로 및 민간인 억류자를 인수하고 관리 유지와 보호에 대하여 책임을 진다.

3. 미군은 전시로로 및 민간인 억류자를 인계 하기전 수속 및 분류를 한다. 한국(군)은 미군의 동의 없이는 로로 및 민간인 억류자를 재분류하지 않는다. 그러나, 미군은 재분류에 대해 적절하고 정당한 요청에 대하여 긴기한 고려를 한다.

4. 한국군에 인계된 모든 인원에 대하여 한미 양국은 공히 정확한 인원 파악을 법도로 하여야 한다. 한국은 미국이 인계한 로로 및 민간인 억류자의 외치변경, 신체적변화, 사망 및 행방불소에 관하여 미국측에 통보한다.

5. 미국은 한국에 인계한 로로 및 민간인 억류자의 수용을 위하여 사용되고 있는 한국측 시설, 인원 및 기록에 관한 정보를 수집하고 군수 및 행정임무 협로를 위하여 미군 연락관을 각 수용시설에 배치 또 접근 시킬수 있다. 한국은 미국이 이양한 모든 로로 및 민간인 억류자에 대하여 이양 후에도 미군이 심문하는 것을 허용한다.

6. 한국은 미군이 로획한 특정한 로로 및 민간인 억류자를 미국측이 도착시 미국 통제로 이양 하여야 한다.

7. 미국측이 이양한 포로 및 민간인 억류자를 석방 또는송환은 양국군 당국이 상호 합의하여 이행 하여야 한다.

8. 미국은 이 협정에 따라 한국에 이양된 미국 포획포로 및 민간인 억류자의 관리유지에 소요된 실제 경비를 요청시 한국측에 상환하여야 한다.

9. 한국및 미국은 본 협정에 조인 한 이후 6개월 이내에 본 협정의 이행을 위한 시행세칙을 발표한다. 이 시행세칙에는 명확한 군수지원 및 이양절차에 대한 일반적인 사항을 상호 협의하여 결정하여 명시하여야 한다.

10. 본 협정 및 개정협정은 한국어 및 영어로 작성한다. 양본은 동등히 정본이다.

이상의 증거로서 하기 서명자는 그들 각자의 정부로부터 정식으로 권한을 위임 받아 본 협정에 서명 하였다.

1952년 2월 12일 서울에서 조인하다.

대한민국을 위하여

대한민국 독근논부
인식장르부장
소장 단 림 준

미 합중국을 위하여

Joseph T. Valentine

주한 미군 사령부
참 모 장
소장 조셉티, 발렌스트라

GPO 1985 47-601(12800)

10407

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10407

EDUCATION

Binational Commission for Educational and Cultural Exchange

Agreement Between the
UNITED STATES OF AMERICA
and MOROCCO

Signed at Marrakech February 12, 1982

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S9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89-497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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Washington, D.C. 20402

MOROCCO

Education: Binational Commission for Educational and Cultural Exchange

Agreement signed at Marrakech February 12, 1982;
Entered into force May 20, 1982.

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE KINGDOM OF MOROCCO ESTABLISHING A BINATIONAL COMMISSION FOR EDUCATIONAL AND CULTURAL EXCHANGE

TIAS 10407

THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE KINGDOM OF MOROCCO

--- CONSIDERING THE RESULTS ACHIEVED IN THE FIELD OF EDUCATIONAL AND CULTURAL EXCHANGES BETWEEN THE TWO COUNTRIES UNDER THE CULTURAL AGREEMENT SIGNED AT WASHINGTON, D. C. ON FEBRUARY 10, 1967[1] AND THE VARIOUS EXCHANGES OF DIPLOMATIC NOTES ESTABLISHING A PROVISIONAL COMMISSION ON EDUCATIONAL AND CULTURAL EXCHANGE,[2]

--- DESIRING TO CONTINUE SUCH EXCHANGES AND TO COOPERATE IN THE DEVELOPMENT OF PROGRAMS IN THE FIELD OF EDUCATIONAL AND CULTURAL EXCHANGES THAT WILL PROMOTE THE SPIRIT OF TRADITIONAL FRIENDSHIP UNITING THE PEOPLE OF THE TWO COUNTRIES,

--- HAVE AGREED AS FOLLOWS:

ARTICLE 1:

THERE SHALL BE ESTABLISHED A COMMISSION TO BE KNOWN AS THE MOROCCAN-AMERICAN COMMISSION FOR EDUCATIONAL AND CULTURAL EXCHANGE (HEREINAFTER DESIGNATED "THE COMMISSION") THE PURPOSE OF WHICH IS TO FACILITATE THE ADMINISTRATION OF ACADEMIC AND CULTURAL EXCHANGES FOR AMERICAN AND MOROCCAN CITIZENS.

ARTICLE 2:

THE COMMISSION SHALL BE A LEGAL ENTITY; IT SHALL ENJOY FINANCIAL, MANAGERIAL AND ADMINISTRATIVE AUTONOMY TO ACCOMPLISH THE

[1] TIAS 6215; 18 UST 174.
[2] TIAS 9618, 9904, 10171; 31 UST 506; 32 UST; 33 UST.

PURPOSES OF THE PRESENT AGREEMENT.

ARTICLE 3:

EXCEPT AS PROVIDED IN ARTICLE 11 HEREOF, THE COMMISSION SHALL BE EXEMPT FROM THE DOMESTIC AND LOCAL LAWS OF THE UNITED STATES OF AMERICA AS THEY RELATE TO THE USE AND EXPENDITURE OF CURRENCIES AND CREDITS FOR CURRENCIES AND THE ACQUISITION AND USE OF PROPERTY FOR THE PURPOSES SET FORTH IN THE PRESENT AGREEMENT.

ARTICLE 4:

THE CENTER OF ACTIVITIES OF THE COMMISSION SHALL BE IN RABAT.

ARTICLE 5:

THE GOVERNMENT OF THE KINGDOM OF MOROCCO SHALL GRANT TO THE COMMISSION THE PRIVILEGES, EXEMPTIONS AND IMMUNITIES INCLUDED IN SECTIONS 3, 4, 9 AND 10 OF THE CONVENTION ADOPTED BY THE GENERAL ASSEMBLY OF THE UNITED NATIONS, NOVEMBER 21, 1947, ON THE IMMUNITIES AND PRIVILEGES OF SPECIALIZED AGENCIES.[1]

ARTICLE 6:

THE COMMISSION SHALL CONSIST OF TWELVE MEMBERS, SIX OF WHOM SHALL BE CITIZENS OF THE UNITED STATES OF AMERICA AND SIX OF WHOM SHALL BE CITIZENS OF MOROCCO. THE AMERICAN AMBASSADOR TO MOROCCO, OR IN HIS ABSENCE THE CHARGE D'AFFAIRES AD INTERIM (HEREINAFTER DESIGNATED AS "CHIEF OF MISSION"), SHALL APPOINT THE AMERICAN MEMBERS AND MAY TERMINATE THEIR APPOINTMENTS. THE MINISTER OF FOREIGN AFFAIRS OF THE KINGDOM OF MOROCCO, OR HIS REPRESENTATIVE DESIGNATED FOR THAT PURPOSE, SHALL APPOINT THE MOROCCAN MEMBERS AND MAY TERMINATE THEIR APPOINTMENTS.

[1] 33 UNTS 261.

THE MEMBERS OF THE COMMISSION SHALL SERVE UNTIL DECEMBER 31ST OF THE YEAR FOLLOWING THE YEAR OF THEIR APPOINTMENT. THEY SHALL BE ELIGIBLE FOR REAPPOINTMENT. APPOINTMENTS TO VACANT SEATS SHALL BE MADE ACCORDING TO THE PROCEDURES DEFINED IN THE PRECEDING PARAGRAPH.

THE MEMBERS OF THE COMMISSION SHALL SERVE WITHOUT COMPENSATION; HOWEVER, THE COMMISSION MAY AUTHORIZE THE REIMBURSEMENT OF EXPENSES INCURRED BY ITS MEMBERS IN ATTENDING MEETINGS OF THE COMMISSION AND IN PERFORMING OTHER OFFICIAL DUTIES ASSIGNED BY THE COMMISSION.

THE CHIEF OF MISSION AND THE MINISTER OF FOREIGN AFFAIRS OF THE KINGDOM OF MOROCCO SHALL BE HONORARY CHAIRMEN OF THE COMMISSION.

THE COMMISSION SHALL SELECT FROM AMONG ITS MEMBERS A CHAIRMAN WHO SHALL SERVE FOR ONE YEAR AND WHOSE TERM MAY BE RENEWED TWO CONSECUTIVE TIMES. SUCH AN OUTGOING CHAIRMAN CANNOT THEN BE SELECTED AGAIN FOR THE CHAIRMANSHIP BEFORE THE EXPIRATION OF ONE YEAR FOLLOWING HIS THIRD CONSECUTIVE TERM.

ARTICLE 7:

THE COMMISSION SHALL ADOPT SUCH RULES AND APPOINT SUCH COMMITTEES AS IT SHALL DEEM NECESSARY TO CARRY OUT THE RESPONSIBILITIES ENTRUSTED TO IT BY THIS AGREEMENT.

ARTICLE 8:

THE COMMISSION AND ANY OF ITS COMMITTEES MAY MEET IN SUCH PLACES AS THE COMMISSION MAY APPROVE.

ARTICLE 9:

SUBJECT TO THE PROVISIONS OF THE PRESENT AGREEMENT, THE COMMISSION SHALL POSSESS ALL THE POWERS NECESSARY TO CARRY OUT THE PURPOSES OF THIS AGREEMENT, INCLUDING THE FOLLOWING:

1. PLAN, ADOPT AND CARRY OUT PROGRAMS IN ACCORDANCE WITH THE PURPOSES OF THIS AGREEMENT;

2. RECOMMEND TO THE BOARD OF FOREIGN SCHOLARSHIPS OF THE UNITED STATES OF AMERICA THE CANDIDACIES OF STUDENTS, TRAINEES, RESEARCH SCHOLARS AND TEACHERS AT ALL ACADEMIC LEVELS, OF MOROCCAN NATIONALITY, TO PARTICIPATE IN THE PROGRAM ENVISIONED BY THIS AGREEMENT;

3. RECOMMEND TO THE APPROPRIATE MOROCCAN AUTHORITIES THE CANDIDACIES, AND, AS APPROPRIATE, ARRANGE FOR THE PLACEMENT IN MOROCCAN EDUCATIONAL INSTITUTIONS, OF STUDENTS, TRAINEES, RESEARCH SCHOLARS AND TEACHERS AT ALL ACADEMIC LEVELS, CITIZENS AND NATIONALS OF THE UNITED STATES OF AMERICA, AS PRESENTED BY THE AFORESAID BOARD, TO PARTICIPATE IN THE PROGRAM ENVISIONED BY THIS AGREEMENT;

4. RECOMMEND TO THE AFORESAID BOARD SUCH QUALIFICATIONS FOR THE SELECTION OF PARTICIPANTS IN THE PROGRAM AS THE COMMISSION MAY DEEM NECESSARY FOR ACHIEVING THE PURPOSES OF THIS AGREEMENT;

5. APPOINT AN EXECUTIVE SECRETARY AND A DEPUTY-EXECUTIVE SECRETARY FROM AMONG A CANDIDATE OR CANDIDATES NOMINATED BY THEIR RESPECTIVE GOVERNMENTS. THE EXECUTIVE SECRETARY

AND THE DEPUTY-EXECUTIVE SECRETARY MAY RECEIVE COMPENSATION FROM THEIR RESPECTIVE GOVERNMENTS BUT NOT FROM COMMISSION FUNDS. THE COMMISSION SHALL DETERMINE THE DURATION OF THEIR APPOINTMENT AND SHALL EVALUATE THEIR PERFORMANCE;

6. DESIGNATE A TREASURER, OR OTHER PERSON, TO RECEIVE FUNDS, WHICH SHALL BE DEPOSITED IN BANK ACCOUNTS IN THE NAME OF THE COMMISSION; PROVIDED, THAT THE DESIGNATION OF THE TREASURER, OR SUCH OTHER PERSON, AS WELL AS THE CHOICE OF THE BANKS IN WHICH COMMISSION FUNDS WILL BE DEPOSITED, MUST BE APPROVED BY THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE KINGDOM OF MOROCCO;

7. AUTHORIZE THE TREASURER, OR OTHER PERSON DESIGNATED AS PROVIDED ABOVE, TO DISBURSE FUNDS AND MAKE GRANTS AND ADVANCES OF FUNDS, INCLUDING PAYMENT OF TRANSPORTATION, TUITION, MAINTENANCE AND OTHER EXPENSES AS DETERMINED BY THE COMMISSION;

8. PROVIDE FOR PERIODIC AUDITS OF THE ACCOUNTS OF THE COMMISSION BY AUDITORS APPROVED BY THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE KINGDOM OF MOROCCO;

9. ACQUIRE, HOLD AND DISPOSE OF PROPERTY IN THE NAME OF THE COMMISSION; PROVIDED, HOWEVER, THAT THE ACQUISITION OF ANY REAL PROPERTY SHALL BE APPROVED IN ADVANCE BY THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE

GOVERNMENT OF THE KINGDOM OF MOROCCO; AND

10. IN THE ABSENCE OF OBJECTION BY EITHER GOVERNMENT, AND SUBJECT TO SUCH CONDITIONS AS EITHER GOVERNMENT MAY IMPOSE, COOPERATE IN THE ADMINISTRATION AND EXECUTION OF EDUCATIONAL PROGRAMS AND ACTIVITIES THAT FURTHER THE PURPOSES OF THE PRESENT AGREEMENT BUT ARE NOT FINANCED BY THE COMMISSION.

ARTICLE 10:

THE COMMISSION SHALL USE THE FUNDS MADE AVAILABLE TO IT BY THE TWO GOVERNMENTS AS PROVIDED IN ARTICLE 12, SUBJECT TO THE CONDITION SPECIFIED IN ARTICLE 11, FOR THE FOLLOWING PURPOSES:

1. FINANCING STUDIES, RESEARCH, INSTRUCTION AND OTHER EDUCATIONAL ACTIVITIES OF, OR FOR, CITIZENS AND NATIONALS OF THE UNITED STATES OF AMERICA IN SCHOOLS AND INSTITUTIONS OF LEARNING OR RESEARCH LOCATED IN MOROCCO; AND OF, OR FOR, CITIZENS AND NATIONALS OF MOROCCO IN AMERICAN SCHOOLS AND INSTITUTIONS OF LEARNING OR RESEARCH LOCATED IN, OR OUTSIDE OF, THE UNITED STATES OF AMERICA;

2. FINANCING VISITS AND INTERCHANGES BETWEEN THE UNITED STATES OF AMERICA AND MOROCCO OF STUDENTS, TRAINEES, TEACHERS, INSTRUCTORS AND PROFESSORS; AND

3. FINANCING OTHER EDUCATIONAL PROGRAMS AND ACTIVITIES.

ARTICLE 11:

ALL COMMITMENTS, OBLIGATIONS AND EXPENDITURES AUTHORIZED BY THE

COMMISSION SHALL BE MADE PURSUANT TO AN ANNUAL BUDGET DRAWN UP BY THE COMMISSION AND APPROVED BY THE TWO GOVERNMENTS.

ARTICLE 12:

WITHIN THE LIMITS OF FUNDS APPROPRIATED FOR THAT PURPOSE, IN ACCORDANCE WITH THE BUDGETARY LAWS PREVAILING IN EACH OF THE TWO COUNTRIES, THE GOVERNMENTS OF THE UNITED STATES OF AMERICA AND OF THE KINGDOM OF MOROCCO INTEND TO CONTRIBUTE IN EQUAL SHARES TO THE APPROVED ANNUAL BUDGET OF THE COMMISSION, ACCORDING TO UNDERSTANDINGS TO BE ARRIVED AT BY THE TWO GOVERNMENTS.

THE PRECEDING PROVISION SHALL NOT PREVENT THE GOVERNMENT OF THE UNITED STATES OF AMERICA OR THE GOVERNMENT OF THE KINGDOM OF MOROCCO FROM MAKING AVAILABLE TO THE COMMISSION ANY OTHER FUNDS THAT MAY BE AVAILABLE FOR THE PURPOSES OF THE PRESENT AGREEMENT.

THE PERFORMANCE OF THE PROGRAM FORESEEN IN ARTICLE 10 IS SUBJECT TO THE AVAILABILITY OF FUNDS APPROPRIATED EACH YEAR TO THE GOVERNMENTAL AGENCIES CONCERNED IN ACCORDANCE WITH THE BUDGETARY LAWS PREVAILING IN EACH OF THE TWO COUNTRIES.

AS DIRECTED BY THE TWO GOVERNMENTS, THE COMMISSION SHALL SUCCEED TO ANY ASSETS AND LIABILITIES OF THE PROVISIONAL COMMISSION ON EDUCATIONAL AND CULTURAL EXCHANGE ESTABLISHED BY THE VARIOUS EXCHANGES OF DIPLOMATIC NOTES BETWEEN THE TWO GOVERNMENTS.

ARTICLE 13:

SUBJECT TO AUTHORIZATION BY THE TWO GOVERNMENTS, THE COMMISSION MAY ACCEPT DONATIONS, BEQUESTS AND SPECIAL PROJECT FUNDING.

ARTICLE 14:

THE COMMISSION SHALL SUBMIT EACH YEAR TO THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND TO THE GOVERNMENT OF THE KINGDOM OF MOROCCO A REPORT, ACCEPTABLE AS TO FORM AND CONTENT BY THE TWO GOVERNMENTS, OF ITS ACTIVITIES AND THE USE OF THE FUNDS PLACED AT ITS DISPOSAL.

ARTICLE 15:

THE TWO GOVERNMENTS, AT THE REQUEST OF EITHER, SHALL CONSULT TO DETERMINE MEANS OF OVERCOMING ANY OBSTACLES THAT MIGHT HINDER THE EFFECTIVE ACCOMPLISHMENT OF THE COMMISSION'S PROGRAMS, OR WITH A VIEW TO MODIFYING, BY COMMON ACCORD, THE PROVISIONS OF THE PRESENT AGREEMENT.

ARTICLE 16:

THE PRESENT AGREEMENT MAY BE TERMINATED BY EITHER PARTY BY WRITTEN NOTICE TO THE OTHER OF ITS DESIRE TO TERMINATE THE AGREEMENT, AND SUCH TERMINATION SHALL BECOME EFFECTIVE ON THE NEXT SEPTEMBER 30TH FOLLOWING SUCH NOTICE, OR 90 DAYS FROM THE DATE OF SUCH NOTICE, WHICHEVER OCCURS LATER. ANY GRANT MADE UNDER THIS AGREEMENT, BEFORE THE DATE OF NOTICE OF TERMINATION, SHALL GO INTO EFFECT AND PROCEED ACCORDING TO ITS TERMS UNTIL THE CONCLUSION DATE THEREOF IRRESPECTIVE OF THE TERMINATION OF THIS AGREEMENT. UPON TERMINATION OF THIS AGREEMENT, ALL FUNDS AND PROPERTY OF THE COMMISSION SHALL BECOME THE PROPERTY OF THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE KINGDOM OF MOROCCO, SUBJECT TO SUCH CONDITIONS, LIMITATIONS AND LIABILITIES AS MAY HAVE BEEN IMPOSED THEREON PRIOR TO TERMINATION, AND SHALL BE DIVIDED BETWEEN THEM IN PROPORTION TO

THEIR RESPECTIVE CONTRIBUTIONS TO THE COMMISSION DURING THE PERIOD OF THIS AGREEMENT.

ARTICLE 17:

THE PRESENT AGREEMENT SHALL ENTER INTO FORCE WHEN EACH GOVERNMENT HAS NOTIFIED THE OTHER GOVERNMENT OF THE COMPLETION OF FORMALITIES REQUIRED FOR THE PURPOSE OF THIS AGREEMENT.[1] THE AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE KINGDOM OF MOROCCO, ESTABLISHING THE PROVISIONAL COMMISSION ON EDUCATIONAL AND CULTURAL EXCHANGE, WHICH WAS EFFECTED BY THE VARIOUS EXCHANGES OF DIPLOMATIC NOTES, SHALL THEREUPON BE TERMINATED, IF IT SHALL NOT THEN HAVE DONE SO BY ITS OWN TERMS.

ARTICLE 18:

THE PRESENT AGREEMENT IS DRAWN UP IN ENGLISH AND ARABIC, BOTH TEXTS BEING OF EQUAL AUTHENTICITY.

DONE AT MARRAKECH ON THIS 12TH DAY OF FEBRUARY 1982.

FOR THE GOVERNMENT OF
THE UNITED STATES OF AMERICA

ALEXANDER M. HAIG, JR.
SECRETARY OF STATE

FOR THE GOVERNMENT OF
THE KINGDOM OF MOROCCO

M'HAMED BOUCETTA
MINISTER OF STATE IN CHARGE
OF FOREIGN AFFAIRS

[1] May 20, 1982.

الفصل 17 :

يجرى العمل بهذا الاتفاق عندما تشعر كلتا الحكومتين الحكومة الاخرى باستيفاء الاجراءات المطلوبة لدخوله حيز التنفيذ ، وينتهي العمل حينئذ بالاتفاق المبرم بمقتضى مختلف المذكرات الدبلوماسية المتبادلة بين حكومة الولايات المتحدة الامريكية وحكومة المملكة المغربية والمحدثة بموجبه لجنة موقتة للتبادل التربوى والثقافي ، ان لم يكن اجل الاتفاق المذكور قد انتهى قبل ذلك بحكم ما تتضمنه بنوده .

الفصل 18 :

وضع هذا الاتفاق باللغتين الانجليزية و العربية ، والنصان معا سيان في امكان الاحتجاج بهما .

وابرم بمراكش بتاريخ 12 فبراير 1982 .

عن حكومة الولايات المتحدة الامريكية

الكسندر م . هيك

كاتب الدولة

عن حكومة المملكة المغربية

امحمد بوستة

وزير الدولة المكلف بالشؤون الخارجية

الفصل 14 :

ترفع اللجنة كل سنة الى حكومة الولايات المتحدة الامريكية و حكومة المملكة المغربية ، بشأن نشاطاتها ووجوه استعمال المبالغ المالية الموضوعة رهن تصرفها ،تقريرا يستجيب للشروط الشكلية والموضوعية التي تقبلها الحكومتان .

الفصل 15 :

تتشاور الحكومتان ،بطلب من احداهما ، لتحديد الوسائل الكفيلة بتخطي كل عقبة من شأنها ان تعرقل التحقيق الفعال لبرامج اللجنة ، او لتعديل احكام هذا الاتفاق بالتراضي بينهما .

الفصل 16 :

يجوز لكلا الطرفين ان يشعر الطرف الآخر كتابيا برغبته في انهاء العمل بهذا الاتفاق ، ويصبح هذا الانهاء نافذ المفعول في 30 شتنبر الموالي لتاريخ الاشعار او بعد انصرام 90 يوما على تاريخ هذا الاشعار ،باعتبار اطول الاجلين المذكورين .

ويبقى العمل جاريا بالمنح الممولة في اطار هذا الاتفاق قبل تاريخ الاشعار بانهائه وتؤدى المنح المذكورة طبقا لشروطها الى ان تنتهي مدتها دون اعتبار انهاء الاتفاق ، واذا انهي هذا الاتفاق فان اموال اللجنة وممتلكاتها تصير ملكا لحكومة الولايات المتحدة الامريكية و حكومة المملكة المغربية مع مراعاة الشروط و القيود والالتزامات التي تكون قد فرضت قبل انهاء الاتفاق وتقسم الاموال والممتلكات المذكورة بين الحكومتين بنسبة ما ساهمتهما لصالح اللجنة خلال مدة اجراء العمل بهذا الاتفاق .

2) زيارات وتبادل الطلبة والمختصين ورجال التعليم الثانوي والتعليم العالي التي تتم بين الولايات المتحدة والمغرب ،

3) غير ذلك من البرامج والنشاطات المتعلقة بميدان التعليم .

الفصل 11 :

يجب ان تكون التعهدات والالتزامات والنفقات التي تأذن فيها اللجنة مطابقة لما تنص عليه الميزانية السنوية التي تضعها اللجنة وتوافق عليها الحكومتان .

الفصل 12 :

تعزم حكومة الولايات المتحدة الامريكية وحكومة المملكة المغربية على المساهمة على السواء في الميزانية السنوية للجنة بعد ان توافق عليها الحكومتان بالتراضي بينهما وذلك في حدود الاعتمادات المفتوحة في ميزانيتيهما لهذه الغاية بمقتضى قوانين الميزانية المعمول بها في كلتا الدولتين .

وليس فيما تنص عليه الفقرة السابقة ما يمنع حكومة الولايات المتحدة الامريكية او حكومة المملكة المغربية من ان تضعا رهن تصرف اللجنة مبالغ مالية اخرى يمكن ان تتوافر لديهما لبلوغ الاهداف التي يرمي اليها هذا الاتفاق .

ويتوقف انجاز البرنامج المنصوص عليه في الفصل 10 على وضع اعتمادات مفتوحة سنويا رهن تصرف الادارات الحكومية المعنية وفق قوانين الميزانية المعمول بها في كلتا الدولتين .

وتتكفل اللجنة ، بناء على تعليمات الحكومتين ،بأصول وخصوم اللجنة الموقتة للتبادل التربوي والثقافي المحدثة بمقتضى مختلف المذكرات الدبلوماسية المتبادلة بين الحكومتين .

الفصل 13 :

يجوز للجنة ، بشرط موافقة الحكومتين ،ان تقبل الهبات والوصايا وكل تمويل يتعلق بمشروع خاص .

6) تعيين امين الصندوق او كل شخص آخر يكلف بتسلم الاموال التي تودع في حسابات بنكية باسم اللجنة ، مع العلم ان تعيين امين الصندوق او كل شخص آخر وكذا اختيار الابناك التي تودع بها الاموال يجب ان تصادق عليها حكومة الولايات المتحدة الامريكية وحكومة المملكة المغربية ،

7) الاذن لامين الصندوق او لاى شخص آخر يتم تعيينه وفق ما هو منصوص عليه اعلاه ، في اداء المبالغ وصرف المنح والتسبيقات النقدية ولاسيما التكفل بمصاريف النقل والدراسات والمؤونة وغير ذلك مما تقرره اللجنة .

8) اسناد مهمة القيام بمراجعة دورية لحسابات اللجنة الى خبراء محاسبين تقبلهم حكومة الولايات المتحدة الامريكية وحكومة المملكة المغربية ،

9) اقتناء وحيازة الممتلكات والتصرف فيها لحسابها الخاص غير ان اقتناء العقارات يجب ان توافق عليه سلفا حكومة الولايات المتحدة الامريكية وحكومة المملكة المغربية ،

10) المساهمة في تنظيم وتنفيذ برامج ونشاطات متعلقة بميدان التعليم يكون من شأنها ان تساعد على بلوغ الاهداف التي يرمي اليها هذا الاتفاق دون ان تقوم اللجنة بتمويلها ، وذلك بشرط الا تكون المساهمة المذكورة محل اعتراض من احدى الحكومتين وان تتقيد بالشروط التي يحتمل ان تفرضها احدى الحكومتين .

الفصل 10 :

تستعمل اللجنة المبالغ المالية الموضوعة رهن تصرفها من لدن الحكومتين بمقتضى احكام الفصل 12 مع مراعاة ما ينص عليه الفصل 11 ، لتمويل :

1) دراسات وبحوث ودروس وغير ذلك من النشاطات المتعلقة بميدان التعليم التي يتم تنظيمها على يد او لفائدة رعايا ومواطني الولايات المتحدة الامريكية في مدارس ومؤسسات التعليم او البحث الموجودة بالمغرب ،او على يد او لفائدة رعايا ومواطني المغرب في مدارس ومؤسسات التعليم او البحث الامريكية الموجودة بالولايات المتحدة الامريكية او خارجها .

الفصل السابـــع :

تقر اللجنة انظمتها وتقوم بتعيين اللجان الفرعية التي تراهـــا ضروريـة لتقلد المسؤوليات المنوطـة بهـا بمقتضى هذا الاتفاق .

الفصـل الثامـن :

يجـوز للجنة او احدى لجانها الفرعية ان تجتمـع في اى مكـــان توافق عليه اللجنـة .

الفصـل التاسـع :

للجنة كامل السلطة الضروريـة مع مراعاة مقتضيات هذا الاتفاق ، لتحقيق اهداف هذا الاتفاق وخصوصـا :

1) اعداد البرامـج المطابقة لاهداف هذا الاتفاق والموافقـــة عليها وتنفيذهـا .

2) القيام ، لدى مجلس الولايات المتحدة الامريكيـة المكلف بالمنـح الخارجية ، بتزكيـة الترشيحات التـي يقدمهـا مواطنـون مغاربـــة من طلبـة ومتمرنيـن وباحثيـن ومدرسيـن من جميـع الدرجات ، للمشاركة فـي البرنامج المعـد في اطـار هذا الاتفـاق .

3) القيام لدى السلطات المغربية المختصـة بتزكيـة الترشيحـات المقدمـة من طرف المجلس المشار اليه اعـلاه وعنـد الاقتضـاء باتخـاذ الاجراءات اللازمـة ليقبـل في مؤسسات التعليـم المغربية مواطنـو ورعايـا الولايات المتحدة الامريكيـة من طلبـة ومتمرنيـن وباحثين ومدرسيـن مـن جميع الدرجات للمشاركـة في البرنامـج المعـد في اطار هذا الاتفـاق ،

4) اشعار المجلس المشار اليه اعـلاه بشروط انتقـاء المشاركيـن في البرنامج لبلوغ الاهداف التي يرمـي اليها هذا الاتفاق .

5) تعييـن كاتب تنفيذى وكاتب تنفيذى مساعد من بين المرشـح او المرشحين المنتمين للكلتـا الحكومتيـن والمعينيـن من طرفهمـا ، ويمكـن ان يتقاضى الكاتب التنفيذى والكاتب التنفيذى المساعـد اجـرا مـن الحكومة التي ينتميـان اليها وليس من صندوق اللجنـة . تحـدد اللجنـة مدة مهامهمـا وتقيـم طريقـة قيامهمـا بهـا .

الفصل الرابع :

يكون مقر اللجنة بالرباط .

الفصل الخامس :

تمنح حكومة المملكة المغربية للجنة الامتيازات والاعفاءات والحصانات المنصوص عليها في الفروع 3 و 4 و 9 و 10 من الاتفاقية المتعلقة بحصانات وامتيازات المؤسسات المتخصصة التي وافقت عليها الجمعية العامة لمنظمة الامم المتحدة في 21 نونبر 1947 .

الفصل السادس :

تتألف اللجنة من اثني عشر عضوا ، ستة من رعايا الولايات المتحدة الامريكية وستة من رعايا المغرب ، ويقوم السفير الامريكي بالمغرب او في حالة غيابه ، القائم بالاعمال بالنيابة (المعبر عنه فيما يلي برئيس البعثة) بتعيين الاعضاء الامريكيين ويجوز له ان ينهي انتدابهم ، ويقوم وزير الشؤون الخارجية للمملكة المغربية او ممثله المعين لهذا الغرض ، بتعيين الاعضاء المغاربة ويجوز له ان ينهي انتدابهم .

وينتهي انتداب اعضاء اللجنة في 31 دجنبر من السنة الموالية لسنة تعيينهم ، ويمكن تجديد انتدابهم ، ويتم ملء المقاعد الشاغرة وفق الاجراءات المحددة في الفقرة السابقة .

يباشر اعضاء اللجنة مهامهم بدون مقابل غير انه يجوز للجنة ان تأذن في تعويض المبالغ التي انفقوها لحضور اجتماعات اللجنة او للقيام بمهام رسمية اخرى اسندتها اليهم اللجنة .

يكون رئيس البعثة و وزير الشؤون الخارجية للمملكة المغربية رئيسين شرفيين للجنة .

تختار اللجنة من بين اعضائها رئيسا لمدة سنة ، يجوز ان يجدد انتدابه للرئاسة مرتين متواليتين ، ولا يجوز في هذه الحالة اختيار الرئيس المنصرف مرة اخرى للرئاسة الا بعد مرور سنة على انتهاء رئاسته الثالثة .

ان حكومة الولايات المتحدة الامريكية

و

حكومة المملكة المغربية

اعتبارا للنتائج التي تم الحصول عليها في ميدان التبادل التربوى والثقافي بين البلدين ، طبقا للاتفاق الثقافي الموقع عليه في 10 فبراير 1967 بواشنطن ،مقاطعة كولومبيا ، ولمختلف المذكرات الدبلوماسية المتبادلة بينهما والمحدثة بمقتضاها " لجنة موقتة للتبادل التربوى والثقافي " .

ورغبة منهما في مواصلة هذا التبادل وهذا التعاون فيما بينهما على اعداد برامج في ميدان التبادل التربوى والثقافي قصد تشجيع روح الصداقة التقليدية التي تجمع بين شعبي البلدين .

اتفقتا على ما يلي :

الفصل الاول :

تحدث لجنة تدعى " اللجنة المغربية الامريكية للتبادل التربوى والثقافي " (يعبر عنها فيما يلي " باللجنة ") ويكون هدفها تيسير تنظيم التبادل الجامعي والثقافي لفائدة رعايا امريكيين ومغاربة.

الفصل الثاني :

تخول اللجنة الشخصية المعنوية وتتمتع بالاستقلال في الميدان المالي ومجال التسيير والادارة لبلوغ الاهداف التي يرمي اليها هذا الاتفاق.

الفصل الثالث :

لا تجرى على اللجنة ، مع مراعاة مقتضيات الفصل 11 من هذا الاتفاق ، احكام التشريع الداخلي والقوانين المحلية للولايات المتحدة الامريكية والتي تتعلق باستعمال وصرف العملات والاعتمادات بالعملة وكذا باقتناء واستعمال الممتلكات في سبيل الاغراض المنصوص عليها في هذا الاتفاق .

اتفـــاق بين حكومة الولا يات المتحدة الا مريكيـــة و حكومة المملكـة المـغربيـــــــــــة

بشـــأن

احـداث لجنـــة مغربيـــة أمريكيـــــــــــة للتبـادل الـتـربـوي و الـثقـافـــــي

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TIAS 10407

GPO 1985 47-602 (12800)

10408

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10408

TRADE IN TEXTILES AND TEXTILE PRODUCTS

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Agreement Between the
UNITED STATES OF AMERICA
and PAKISTAN

Effected by Exchange of Notes
Signed at Washington March 9 and 11, 1982

S9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89-497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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Washington, D.C. 20402

PAKISTAN

Trade in Textiles and Textile Products

Agreement effected by exchange of notes
Signed at Washington March 9 and 11, 1982;
Entered into force March 11, 1982;
Effective January 1, 1982.

The Secretary of State to the Pakistani Ambassador

DEPARTMENT OF STATE
WASHINGTON

March - 9, 1982

Excellency:

I have the honor to refer to the Arrangement Regarding International Trade in Textiles, with Annexes, done at Geneva on December 20, 1973, and extended by the Protocols adopted on December 14, 1977 and December 22, 1981[1] at Geneva (hereinafter referred to as the Arrangement). I have also the honor to refer to discussions between representatives of the Government of the United States of America and the Government of Pakistan held in Washington, D.C. from February 16 to February 24, 1982 concerning exports of cotton textiles and textile products from Pakistan to the United States of America. As a result of those discussions and in conformity with Article 4 of the Arrangement, I have the honor to propose the following Agreement relating to trade in cotton textiles and textile products between the Government of the United States of America and the Government of Pakistan:

His Excellency
Lt. General Ejaz Azim,
Ambassador of Pakistan.

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[1] TIAS 7840, 8939, 10323; 25 UST 1001; 29 UST 2287; 33 UST.

1. The term of this Agreement shall be the five-year period from January 1, 1982 through December 31, 1986. Each "Agreement Year" shall be the twelve month period from January 1 to December 31 with the first Agreement Year commencing on January 1, 1982 and ending on December 31, 1982.

2. Textiles and textile products covered by this Agreement shall be classified in two groups, as follows:

Group	Definition
I	Yarn, fabric, made-ups and miscellaneous textile products of cotton (Categories 300-320, 360-369)
II	Apparel textile products of cotton (Categories 330-359)

The determination of whether a textile or textile product is of cotton fiber shall be made in accordance with the terms of paragraph 10. The categories referred to in the above definitions of groups are those summarized in Annex A.

3. (a) The system of categories and the rates of conversion into square yards equivalent listed in Annex A shall apply in implementing this Agreement.

(b) For purposes of this Agreement, and in recognition of the patterns of trade of Pakistan with the United States of America, categories below are merged and treated as single categories as indicated, with Specific Limits as set out in Annex B:

Categories Merged	Designation in Agreement
347, 348	347/348

For purposes of computing charges to the Aggregate Limit and Specific Limits for the categories cited above, rates of conversion for individual categories set out in Annex A shall be applied.

4. Commencing with the first Agreement Year, and during the subsequent term of the Agreement, the Government of Pakistan shall limit annual exports from Pakistan to the United States of America of cotton fiber textiles and textile products to the Aggregate Limit and Specific Limits set out in Annex B, as such Limits may be adjusted in accordance with paragraphs 8 (swing), and 9 (carryover/carryforward). The limits set out in Annex B do not include any adjustments permitted under paragraphs 8 and 9.

5. (a) Within the Aggregate Limit, exports of cotton textiles and textile products in categories without Specific Limits in Group I shall be subject to category Consultation Levels. For categories not given Specific Limits or Designated Consultation Levels as set out in Annex C, the annual Consultation Levels shall be 1,000,000 square yards equivalent for each category in Group I.

(b) In the event the Government of Pakistan wishes to export to the United States of America textile products in excess of the applicable Consultation Levels, the Government of Pakistan shall request the higher levels and the Government of the United States of America shall consider the request sympathetically and shall respond promptly. If, because of problems of market disruption, as defined in Annex A of the "Arrangement", in the United States of America, in a category subject to such request, the United States of America is unable to comply fully, the Government of the United States of America will so inform the Government of Pakistan and will supply data which form the basis for the position taken by the Government of the United States of America. If requested by the Government of Pakistan, the Government of the United States of America will

consult promptly. Until a mutually satisfactory change in the Consultation Level of the category in question is established, shipments shall not exceed the Consultation Level.

6. (a) In the event that the Government of the United States of America believes that imports of cotton apparel products from Pakistan, in any category or categories not covered by Specific Limits are, due to market disruption or the threat thereof, threatening to impede the orderly development of trade between the two countries, the Government of the United States of America may request consultations with the Government of Pakistan with a view to easing or avoiding such market disruption. The Government of the United States of America will provide the Government of Pakistan, at the time of the request, with a statement of reasons for its request for consultations which, in the view of the Government of the United States demonstrates:

(1) the existence or the threat of market disruption; and

(2) the role of exports from Pakistan in that disruption.

(b) The Government of Pakistan agrees to consult with the Government of the United States within 30 days of receipt of the request for

consultations. Both sides agree to make every effort to reach agreement on a mutually satisfactory resolution of the issue within 90 days of the receipt of the request.

(c) During the 90 day consultation period, the Government of Pakistan agrees to hold its exports to the United States in the category or categories subject to these consultations to a level no greater than 35 percent of the amount entered, as reported in U.S. General Imports statistics, during the first 12 of the most recent 14 months preceding the month in which the request for consultations was made.

(d) If no mutually satisfactory solution is reached during these consultations, the Government of the United States of America may establish a Specific Limit for the category or categories concerned. The amount will not be less than the amount, as reported in U.S. General Imports statistics, entered during the first 12 of the most recent 14 months preceding the month in which the request for consultations was made plus 20 percent.

(e) To facilitate administration, the Specific Limit established under sub-paragraph 6 (d) may be combined with the Limit established by sub-paragraph 6 (c), at the discretion of the United States.

(f) A Specific Limit established under sub-paragraph 6 (d) will be effective for the period beginning on the first day following the conclusion of the consultation period and ending on the last day of the then current Agreement Year. If a Specific Limit is established during an Agreement Year, the Specific Limit and any available swing will be prorated to correspond to the number of months remaining in the existing Agreement Year. Full carryforward will be available. Carryover will not be available in the first Agreement Year following the request for consultations. For the second and each succeeding Agreement Year the Specific Limit established under sub-paragraph 6 (d) will be increased by seven percent annual growth.

(g) The Government of the United States of America may assist the Government of Pakistan in implementing the provisions of this consultation mechanism. Exports in excess of authorized limits for any period, if allowed entry into the United States, will be charged to the applicable Limit for the succeeding period.

7. (a) Exports from Pakistan in excess of authorized limits in any Agreement Year may be denied entry into the United States. Any such shipments denied entry, may be permitted entry

into the United States and charged to the applicable Limit in the succeeding Agreement Year.

(b) Exports from Pakistan in excess of authorized limits in any Agreement Year will, if allowed entry into the United States during that Agreement Year, be charged to the applicable limit in the succeeding Agreement Year.

(c) Any action taken pursuant to sub-paragraph 7 (a) and 7 (b) above, will not prejudice the rights of either side regarding consultations.

8. During any Agreement Year, and within the Aggregate Limit for such Agreement Year, as it may be adjusted pursuant to paragraph 9, the Specific Limits set out in Annex B, and categories converted to Specific Limits pursuant to paragraph 6 (d), may be exceeded by not more than 10 percent if included in Group I and 7 percent if included in Group II (swing).

9. (a) In any Agreement Year, in addition to any adjustment pursuant to paragraph 7, exports may be exceeded by a maximum of 11 percent of the Aggregate Limit or Specific Limit by allocating to such Limit for that Agreement Year an unused portion of the corresponding Limit for the previous Agreement Year ("Carryover") or a portion of the corresponding Limit for the succeeding Agreement Year ("Carryforward") subject to the following conditions:

(i) Carryover may be utilized as available up to 11 percent of the receiving Agreement Year's applicable limit;

(ii) Carryforward may be utilized up to 6 percent of the receiving Agreement Year's applicable limits;

(iii) Carryforward used shall be charged against the immediately following Agreement Year's corresponding limits; and

(iv) The combination of carryover and carryforward may not exceed 11 percent of the receiving year's applicable limits in any agreement year.

(b) For purposes of this Agreement, a shortfall occurs when exports of textile or textile products from Pakistan to the United States of America during an Agreement Year are below the Aggregate Limit and any applicable Specific Limit as set forth in Annex B. In the Agreement Year following the shortfall, such exports from Pakistan to the United States of America may be permitted to exceed the Aggregate and Specific Limits, subject to condition of sub-paragraph 9 (a) by carryover of shortfalls in the following manner:

(i) Carryover in any limit shall not exceed the amount of shortfall in either the Aggregate Limit or any applicable Specific Limit.

(ii) In the case of shortfall in a Category subject to a Specific Limit, the shortfall shall be used in the Category in which the shortfall occurred.

(iii) The Aggregate Limit or any applicable Specific Limit in which the shortfall occurred shall be decreased by the amount used to exceed the following Year's limit.

(c) The limits referred to in sub-paragraphs (a) and (b) of this paragraph are without any adjustment under this paragraph or paragraph 8. The total adjustment under this paragraph shall be in addition to adjustments to the limits permitted by paragraph 8.

10. The standard to be used in determining whether an article is a cotton textile or textile product is the chief weight and value criteria used by the Government of the United States of America.

11. Mutually satisfactory administrative arrangements or adjustments may be made to resolve minor problems arising in the implementation of this Agreement, including differences in points of procedure or operation.

12. (a) The Government of the United States of America shall promptly supply the Government of Pakistan with data on monthly imports of cotton textiles and textile products into the United States of America from Pakistan.

(b) The Government of Pakistan shall promptly supply the Government of the United States of America with data on monthly exports of cotton textiles and textile products from Pakistan to the United States of America.

(c) Each Government agrees to supply promptly any other available statistical data necessary to the implementation of this Agreement requested by the other Government.

13. The Government of Pakistan shall use its best efforts to space exports from Pakistan to the United States of America within each Category evenly throughout each Agreement Year, taking into consideration normal seasonal factors.

14. If the Government of Pakistan considers that as a result of limitations specified in this Agreement, it is being placed in an inequitable position in relation to a third country, the Government of Pakistan may request consultations with the United States of America with a view to taking appropriate remedial actions such as reasonable modification of the Agreement. These consultations will begin within 30 days from the date of request, unless mutually agreed otherwise.

15. For the duration of this Agreement, the Government of the United States of America shall not invoke the procedures of Article 3 of the Arrangement to request restraint on the export of cotton textiles and textile products from Pakistan to the United States. The Government of the United States of America and the Government of Pakistan reserve their rights under the Arrangement with respect to textiles and textile products not subject to this Agreement.

16. The Government of Pakistan shall administer its export control system under this Agreement. The Government of the United States of America may assist the Government of Pakistan in implementing the limitation provisions of this Agreement by controlling imports of textiles and textile products covered by this Agreement.

17. Exports of handloom fabrics of the cottage industry, handmade cottage industry products made of such handloomed fabrics, and traditional folklore handicraft textile products, also known as "Pakistan Items", are not within the purview of this Agreement. A list of Pakistan Items with definitions, as identified by representatives of both Governments, is attached to this Agreement as Annex D, and will serve as a basis for implementing this provision of the Agreement. Additional items may be subsequently added to this list by mutual agreement.

18. The export visa system and certification procedure for handmade cottage industry products and Pakistan Items, which has been implemented by previous administrative arrangements, will be continued in force.

19. The Government of the United States of America and the Government of Pakistan agree to consult upon the request of the other on any question arising in the implementation of this Agreement.

20. If the two Governments are unable to reach a mutually satisfactory solution within a reasonable period of time to problems which have been the subject of consultations under this Agreement or its related documents, either Government may, after notification to the other Government, refer such problems to such international organizations to which both Governments are parties which deal with the subject matter of this Agreement.

21. The Government of the United States of America and the Government of Pakistan may at any time propose revisions in the terms of this Agreement. Each agrees to consult promptly with the other about such proposals with a view to making such revisions to this Agreement, or taking such other appropriate action as may be mutually agreed upon.

22. The two governments agree to undertake prior to the end of the second Agreement Year, a major review of the Agreement.

23. In conformity with Article 8 of the Arrangement, Pakistan and the United States of America shall cooperate to avoid circumvention of the Agreement.

24. This Agreement will supercede the Agreement relating to trade in cotton textiles which entered into force on January 1, 1978.

25. Either Government may terminate this Agreement, effective at the end of any Agreement Year, by written notice to the other, to be given at least 90 days prior to the end of such Agreement Year.

If the foregoing conforms with the understanding of the Government of Pakistan, this note and Your Excellency's note of confirmation on behalf of the Government of Pakistan shall constitute an Agreement between our two Governments.

Accept, Excellency, the renewed assurances of my highest consideration.

For the Secretary of State:

William H. Edgar[1]

[1] William H. Edgar.

ANNEX A

Category	Description	Conversion Factor	Unit of Measure
300	Cotton carded yarn	4.6	LB.
301	Cotton combed yarn	4.6	LB.
310	Gingham	1.0	SYD
311	Velveteen	1.0	SYD
312	Corduroy	1.0	SYD
313	Sheeting	1.0	SYD
314	Broadcloth	1.0	SYD
315	Printcloth	1.0	SYD
316	Shirtings	1.0	SYD
317	Twills and Sateens	1.0	SYD
318	Yarn-dyed	1.0	SYD
319	Duck	1.0	SYD
320	Other Fabrics, n.e.s.	1.0	SYD
330	Handkerchiefs	1.7	DOZ.
331	Gloves	3.5	DPR.
332	Hosiery	4.6	DPR.
333	Suit-type coats, M and B	36.2	DOZ.
334	Other coats, M and B	41.3	DOZ.
335	Coats, W, G and I	41.3	DOZ.
336	Dresses	45.3	DOZ.

M and B = Men's and Boys'
W, G, and I = Women's, Girls', and Infants
n.k. = not Knit

Category	Description	Conversion Factor	Unit of Measure
337	Playsuits, Sunsuits, Washsuits, Creepers	25.0	DOZ.
338	Knit shirts, (incl. T-shirts, other than sweatshirts) M and B	7.2	DOZ.
339	Knit shirts and blouses (incl. T-Shirts, other than sweatshirts) W, G and I	7.2	DOZ.
340	Shirts, n.k.	24.0	DOZ.
341	Blouses, n.k.	14.5	DOZ.
342	Skirts	17.8	DOZ.
345	Sweaters	36.8	DOZ.
347	Trousers, slacks, and shorts (outer) M and B	17.8	DOZ.
348	Trousers, slacks and shorts (outer) W, G and I	17.8	DOZ.
349	Brassieres, etc.	4.8	DOZ.
350	Dressing gowns, incl. bathrobes, beach robes, lounging gowns, house coats, and dusters	51.0	DOZ.
351	Pajamas and other nightwear	52.0	DOZ.
352	Underwear (incl. union suits)	11.0	DOZ.
353	Down and feather-filled coats, jackets and vests, M and B	41.3	DOZ.
354	Down and feather-filled coats, jackets and vests, W, G, and I	41.3	DOZ.
359	Other apparel	4.6	LBS.

Category	Description	Conversion Factor	Unit of Measure
360	Pillowcases	1.1	NO.
361	Sheets	6.2	NO.
362	Bedspreads and Quilts	6.2	NO.
363	Terry and other pile towels	0.5	NO.
369	Other Cotton manufactures	4.6	LB.

Annex B

Specific Limits

	1982	1983	1984	1985	1986
Aggregate	201,201,062	215,285,136	230,355,096	246,479,953	263,733,549
313 syd.	71,916,317	76,950,459	82,336,991	88,100,581	94,267,621
315 syd.	41,995,237	44,934,904	48,080,347	51,445,971	55,047,189
319 syd.	14,107,228	15,094,734	16,151,365	17,281,961	18,491,698
363 nos.	18,840,192	20,159,005	21,570,136	23,080,045	24,695,648
331 dpr.	489,143	523,383	560,020	599,221	641,167
338 doz.	2,142,419	2,292,388	2,452,856	2,624,555	2,808,274
339 doz.	465,743	498,345	533,229	570,555	610,494
340 doz.	100,000	107,000	114,490	122,504	131,080
341 doz.	172,909	185,013	197,964	211,821	226,648
347/8 doz.	225,000	240,750	257,603	275,635	294,929

Annex C

Designated Consultation Levels

317	syd.	6,512,000
320	syd.	8,000,000
369	lbs.	5,869,565

(excluding bar mops, TSUSA No. 366.1855)

Annex D

Definition

"Pakistan items" are those items that are uniquely and historically traditional Pakistani products cut, sewn or otherwise fabricated by hand in the cottage industry. They are limited to the products enumerated below and such other items as may be agreed upon from time to time.

List of Pakistan Items

1. Shisha Embroidered Dresses - A traditional mirror embroidery on plain, printed or striped material, worn by the people of Sind and Baluchistan. Short, medium or long in length according to the areas from which they come.
2. Dastkari Kurta and/or Gharara - A Kurta is a type of halter blouse worn with the Gharara. A Gharara is a traditional form of the pajama worn by ladies of the Moghul courts. Each leg of the Gharara measures about one yard across the bottom opening. Both made of cotton material with multi-colored embroidery and with drawstrings at the top and waist, in the tradition of the Moghul Kings.
3. Multani Kurat - Crochet worked shorts or long tunic worn by the peasants in Panjab. Crocheted work located at the neck and front and has triangular inserts at the armpits.

4. Embroidered Kurta - Type of shirts or loose tunic worn throughout Pakistan over loose trousers. Is embroidered in different colors. Adapted from Angarkha by King Ahmad Shah Abdali. Worn short or long and has triangular inserts at the armpits.
5. Multani Choli - (If in part of set) Fitted blouse worn with either a Lungi (i.e., a scarf) or Sari in Punjab and Sind. Choli is embroidered in different colors or hand printed, tied either in front or back.
6. Killi Kurta - Kurta of heavy fabric with patchworked decorations appliqued by hand, worn by the women of Sind.
7. Burga - Loose tunic or dress with hood attached worn by ladies when going out of the house. Worn as outer covering and often gaily embroidered or hand printed.
8. Quetta Jackets - Loose vest worn over Kurta by men and women. Made either of printed material or of embroidered material with mirrors on plain colors.
9. Ghagra - Ankle length, loose fitting skirt with drawstrings around the waist or hooks worn with either a fitted or loose choli, with traditional colors embroidered or hand printed. Worn in the Tharparkar area of Sind.
10. Batwa - (Drawstring pouches, bags, purses and string bags). Accessories for all Pakistani dresses for carrying betel nuts and other personal things. Gaily printed or hand embroidered or with mirrors, or made with colored string.

11. Shindi Julaba - Very loose ankle length garment in handloom or hand-blocked material with a hood attached, with tie string at V opening in neck and side slits at lower part extending to lower hem. Worn with or without hood in the villages of Sind and can also be embroidered.
12. Izarban - Cotton belt in multi-colored continuous lengths of unwoven threads.
13. Baluchi Kameez - Embroidered top worn by the women of Baluchistan over Shalwar or Turkish trousers. Flared tunic with extra wide sleeves tapering.
14. Cotton Embroidered Kaftan in the traditional embroidery of Multan, Makran, Derz Ghazi Khan and Nuchki. Long, loose fitting dress with embroidery around top and bottom with side slits of about 18 inches to the lower hem.
15. Cholistan Kurta - Colorful striped, heavy, unbleached fabric worn by the camel drivers of the Cholistan Desert with stand up collar band and sleeves made into the body of the garment.
16. Chilaf - Embroidered decorative tublar case open at both ends with drawstring enclosures.
17. Dupatta - (If in part of a set) Long scarf about 4 feet or more long and three feet or more wide of thin cotton fabric with colorful design worn by women to cover the head.
18. Cimmerband - Antique and embroidered wide belts worn around the waist, with heavy mirrored embroidery.

The Pakistani Ambassador to the Secretary of State

AMBASSADOR OF PAKISTAN

EMBASSY OF PAKISTAN
WASHINGTON, D. C.

March 11, 1982

Excellency,

I have the honour to refer to your note of March 9, 1982, proposing an Agreement relating to trade in cotton textiles and textile products between the Government of Pakistan and the Government of the United States of America.

I confirm on behalf of the Government of Pakistan that the proposal contained in your note is acceptable to my government, and that your note and this note in reply constitute an Agreement between our two Governments.

Accept, Excellency, the renewed assurances of my highest consideration.

Ejaz Azim

(Ejaz Azim)

The Honorable
Alexander M. Haig, Jr.
Secretary of State,
Washington D.C.

GPO 1985 47-603 (1200)

409

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10409

SCIENTIFIC AND TECHNICAL COOPERATION IN EARTH SCIENCES

Memorandum of Understanding
Between the
UNITED STATES OF AMERICA
and ICELAND

Signed at Reykjavik and Reston
January 28 and April 9, 1982

9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89-497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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Washington, D.C. 20402

ICELAND

Scientific and Technical Cooperation in Earth Sciences

Memorandum of understanding signed at Reykjavik and Reston January 28 and April 9, 1982;
Entered into force April 9, 1982.

MEMORANDUM OF UNDERSTANDING
BETWEEN
GEOLOGICAL SURVEY
OF THE
DEPARTMENT OF THE INTERIOR OF THE UNITED STATES OF AMERICA
AND
NATIONAL RESEARCH COUNCIL
(RANNSOKNARAD RIKISINS)
OF
ICELAND (ISLAND)
UNDER THE
MINISTRY OF EDUCATION
(MENNTAMALARADUNEYTID)
FOR
SCIENTIFIC AND TECHNICAL COOPERATION IN EARTH SCIENCES

ARTICLE I. Scope and Objectives

The Geological Survey of the United States Department of the Interior (hereinafter referred to as USGS), and the National Research Council of Iceland (Rannsoknarad Rikisins), under the Ministry of Education (Mennta-malaraduneytid) (hereinafter referred to as RR), have agreed to a mechanism of technical cooperation concerning Earth resources and geological, geophysical, and hydrological phenomena in accordance with the terms contained in this Memorandum of Understanding (hereinafter referred to as Memorandum), which establishes the procedures for cooperation.

Any activity carried out under Annexes to this Memorandum shall be subject to the laws and regulations of each country.

The purpose of this memorandum is to establish a framework for the exchange of technical knowledge and augmentation of technical capabilities of the USGS and RR in the areas of Earth resources and geological, geophysical, and hydrological phenomena. The cooperation may include exchanges of information and expertise, and joint studies of mutual interest in such areas.

The USGS may enlist the participation of other United States entities to support an activity covered by an Annex executed by the Parties under this

Memorandum. Such participation shall be in accordance with existing United States laws, executive orders, regulations and policies.

The RR may, with the consent of the USGS, include the participation of other organizations in Iceland, in the development of activities contained in the scope of this Memorandum.

ARTICLE II. Cooperative Activities

Forms of cooperative activities under this Memorandum, may consist of exchanges of technical information, exchange visits, cooperative research between scientists of the Parties engaged in research disciplines of mutual interest within the scope of programs of the Parties and other forms of cooperative activities as are mutually agreed. Specific areas of cooperation may include, but are not limited to, such areas of mutual interest as geothermal, volcanology, seismology, structural geology and tectonics of a rift zone, glaciology, sea ice, hydrology, geologic hazards, geochemistry, geophysics, astrogeology, petrology and mineralogy, paleomagnetism and magnetism, gravity, aerial and satellite remote sensing, geography, and cartography. All activities are subject to applicable laws, and regulations of the Parties.

ARTICLE III. Sources of Financing

Cooperative activities under this Memorandum will be subject to and dependent upon the financial support and manpower available to the Parties. The terms of financing will be agreed upon by the Parties before the commencement of activities.

ARTICLE IV. Rights in Intellectual Property

1. "Intellectual property" shall mean inventions, inventor's certificates, patents, copyrights, technical data, and other information or know-how subject to proprietary interest and protectable under the laws of either country.

2. Except as provided in this Article, all scientific and technical information used in or derived from cooperative activities under this Memorandum shall be freely exchanged between the Parties, and either Party, after consulting with the other Party, may publish such information. If one Party objects to publication for reasons of national security or national interest, or to protect its intellectual property, then such excepted information shall be held confidential by the other Party unless the protected Party gives written permission for its dissemination. Unless the Parties agree to the contrary, nothing developed in the course of cooperative activities shall be subject to copyright protection in the United States.

3. Intellectual property developed prior to or outside of cooperative activities, under this Memorandum, although used in the work or contained in the results of such activities, shall be fully protected in accordance with applicable law of the source country. As to such property owned by one Party and needed for the cooperative activities, each Party agrees only to permit the other Party to use that property in and during those cooperative activities.

4. Intellectual property arising out of cooperative activities shall be allocated as follows:

a) If the work is funded by one Party, that Party shall determine the allocation of all rights to such property except as this Memorandum provides otherwise.

b) If the work is funded jointly, then each Party shall determine the allocation of rights in its own country, except as this Memorandum provides otherwise. The Parties shall agree on the allocation of

rights in third countries.

c) In all cases, each Party shall have the right to use such intellectual property for its governmental purposes. This right to use does not include the right to exploit commercially.

d) Each Party who owns or whose employees or nationals own rights in such intellectual property shall cause to be conveyed to the other Party those rights promised in this Article.

5. The Parties may agree to supplement or to modify this Article as it applies to particular projects. Such changes shall be included in any project annexes.

ARTICLE V. Review of Activities

The parties will designate representatives who, at times mutually agreed by the parties, will review the activities under this Memorandum, prepare progress reports required by the RR and the USGS, and make plans for future activities.

ARTICLE VI. Disclaimer

Information transmitted by one party to the other party under this Memorandum shall be accurate to the best knowledge and belief of the transmitting Party. The transmitting party does not warrant the suitability of the information transmitted for any particular use or application by the receiving Party or by any third Party.

ARTICLE VII. Project Annexes

The specifics of any activity agreed upon within the terms of this Memorandum, including as appropriate, the details concerning financial

arrangements shall be confirmed in writing between the Parties. Any activity involving other than the exchange of technical information and exchange visits of individuals shall be described in an Annex to this Memorandum which shall set forth a work plan, staffing requirements, cost estimates, funding sources, and any other undertakings, obligations, or conditions not included in this Memorandum. In the case of any inconsistency between the terms of this Memorandum and the terms of an Annex hereto, the terms of this Memorandum shall govern.

The RR may, with the consent of the USGS, delegate to other Icelandic geoscience organizations noted in Article I of this Memorandum or to other Icelandic organizations, the authority to enter into annexes under this Memorandum.

ARTICLE VIII. Entry into Force and Termination

This Memorandum shall enter into force upon signature by both Parties and remain in force for eight (8) years, unless extended by mutual agreement. This Memorandum may be terminated at any time by either party upon ninety (90) days written notice to the other Party. The termination of this Memorandum shall not affect the validity or duration of projects under this Memorandum which are initiated prior to such termination.

For the:	For the:
Geological Survey of the U.S. Department of the Interior of United States of America	National Research Council (Rannsoknarad Rikisins) under The Ministry of Education (Mennta-malaraduneyti) of Iceland
By: [signature]	By: [signature]
Name: Dallas L. Peck	Name: Vilhjálmur Lúdvíksson
Title: Director, USGS	Title: Director
Date: April 9, 1982	Date: January 28, 1982

GPO 1985 47-604 (12800)

10

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ACEKEEPING

ıai Title Transfer

Agreement Between the
UNITED STATES OF AMERICA
and EGYPT

Signed at Umm Khusheib April 22, 1982

0:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89-497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

"... the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence ... of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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Washington, D.C. 20402

EGYPT

Peacekeeping: Sinai Title Transfer

Agreement signed at Umm Khusheib April 22, 1982;
Entered into force April 22, 1982.

AGREEMENT TO TRANSFER TITLE
OF THE UNITED STATES SINAI FIELD MISSION BASE CAMP
AT UMM KHUSHEIB
FROM THE UNITED STATES SINAI SUPPORT MISSION
TO THE GOVERNMENT OF THE ARAB REPUBLIC OF EGYPT

WHEREAS, in accordance with the terms of the Peace Treaty between Egypt and Israel[1] the activities of the United States Sinai Field Mission in the Sinai will terminate during 1982; and

WHEREAS, the United States of America desires to transfer all of its right, title and interest in the Sinai Field Mission base camp at Umm Khusheib in the Sinai;

NOW, THEREFORE, the Government of the United States of America and the Government of the Arab Republic of Egypt agree as follows:

[1] Done at Washington Mar. 26, 1979. *Department of State Bulletin*, May, 1979, p. 3.

1. The Government of the United States of America transfers without reimbursement and the Government of the Arab Republic of Egypt accepts, on an "as-is, where-is" basis, such right, title and interest as the United States may have in the Sinai Field Mission base camp together with related property which in the estimation of the Sinai Support Mission is necessary to transfer the facility in an operable condition.

2. The foregoing transfer of all such right, title and interest in the base camp and related property shall be effective at the time designated in a subsequent formal notification by the United States Sinai Support Mission to the Government of the Arab Republic of Egypt.[1]

3. The Government of the Arab Republic of Egypt agrees that it will take all actions necessary to facilitate the transfer of the base camp and related property which shall include the designating and making available of personnel for instruction and familiarization in operating the physical plant to be transferred. It shall also furnish written acknowledgment of receipt of transfer of the base camp and related property.

4. The Government of the Arab Republic of Egypt shall hold the Government of the United States of America and its agencies and instrumentalities harmless with respect to any claims which may be made by third parties involving the property transferred by this agreement.

READEX FICHE best copy available

[1] May 23, 1982.

Done at the Sinai Field Mission base camp at Umm Khusheib, Egypt, this twenty-second day of April, 1982, in duplicate in the English and Arabic languages. In cases of differences in interpretation, the English language text shall prevail.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

Frank E. Maestrone [1]

FOR THE GOVERNMENT OF THE ARAB REPUBLIC OF EGYPT:

Rear Admiral
M. Hamdy [2]
22.4.1982

[1] Frank E. Maestrone.
[2] Rear Admiral M. Hamdy.

٢٢ أبريـــل ١٩٨٢

أتفاقيـــة
لتحويل ملكية معسكر البعثة الميدانية الامريكية بأم خشيـــب من البعثة المعاونة الامريكية بسيـــنـاء الـــى جمهوريـــة مصـــر العربيـــة

حيث أنه وفقا لنصوص معاهدة السلام المصرية / الاسرائيلية فسوف تنتهى البعثة الميدانية الامريكية من أعمالها خلال عام ١٩٨٢ .

حيث أن الولايات المتحدة الامريكية ترغب فى التنازل عن كل حـــق لها أو ملكية أو منفعة فى مقر البعثة الميدانية الامريكية بأم خشيب فى سيناء .

ولذلك يتفق الآن كل من حكومة الولايات المتحدة الامريكية وحكومـــة جمهورية مصر العربية على مايلـــى :-

١ - تتنازل حكومة الولايات المتحدة الامريكية دون تعويض مادى وتقبل حكومة جمهورية مصر العربية على أساس " كما هو - أينما هو " تلك الحقوق والملكية والمنفعة التى قد تكون للولايات المتحدة الامريكية فى مقـــر البعثة الامريكية بسيناء بالاضافة الى الاملاك المتعلقة بها والتى تكـون فى تقدير البعثة الامريكية المعاونة بسيناء ضرورية للتنازل عن المنشـــأة فى حالة تصلح للعمـــل .

٢ - ان تتنازل الولايات المتحدة عن مالها من حق وملكية ومنفعة فى مقـــر البعثة والمنشآت الملحقة بها ، سوف يكون سارى المفعول فى الموعـــد المحدد من قبل البعثة المعاونة الامريكية بسيناء وفى اخطار لاحـــق الى حكومة مصـــر .

٣ - توافق حكومة جمهورية مصر العربية على أن تتخذ كافة الاجـــراءات الضرورية لتسهيل التنازل عن مقر البعثة والمنشآت الملحقة به والـــتى

ستشمل تعيين وتوفير الافراد للتدريب والمآلفة على تشغيل التجهيزات المتنازل عنها .

وسوف تقدم أيضا اقرار كتابى باستلام مقر البعثة والابنية الملحقة به .

٤ - تحفظ حكومة مصر ، حكومة الولايات المتحدة الامريكية وهيئاتها سالمة من الضرر فيما يخص أى دعوى يتقدم بها طرف ثالث متضمنا العقار المتنازل عنه بموجب هذه الاتفاقية .

تحرر بمقر البعثة الميدانية الامريكية بأم خشيب - مصر يوم ٢٢ أبريل سنه ١٩٨٢ باللغتين الانجليزية والعربية . وفى حالة حدوث خلاف حول الترجمة يرجع الى النص الانجليزى .

عن
حكومة جمهورية مصر العربية

Rear Admiral
M. Hamdy
April 22. 1982

عن
حكومة الولايات المتحدة الامريكية

Frank E Maestre
April 22, 1982

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10411

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10411

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DEFENSE

Basic Logistical Support

Agreement Between the
UNITED STATES OF AMERICA
and DENMARK

Signed at Vedbaek and Stuttgart-Vaihingen
June 1 and 14, 1982

S9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89-497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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Washington, D.C. 20402

DENMARK

Defense: Basic Logistical Support

Agreement signed at Vedbaek and Stuttgart-Vaihingen June 1 and 14, 1982;
Entered into force June 14, 1982.

Mutual Support Agreement

ARTICLE I
INTRODUCTION

The Government of the United States of America represented by the United States European Command and the Government of Denmark represented by the Chief of Defence, Denmark, desiring to further the rationalization, interoperability, readiness, and effectiveness of their respective military forces through increased logistics cooperation, have resolved to conclude this mutual support agreement.

ARTICLE II
PURPOSE

This agreement is entered into for the purpose of acquisition and transfer of logistic support, supplies and services. It establishes basic terms and conditions for provisions of mutual logistic support, supplies and services as defined in article IV, paragraph 1a of this agreement. On the part of United States it is entered into pursuant to the authority of the North Atlantic Treaty Organization Mutual Support Act of 1979.[1]

ARTICLE III
APPLICABILITY

1. This agreement applies only to military forces in Europe and adjacent waters, and in the case of United States forces to logistic support, supplies, and services in the inventory or otherwise under the jurisdiction and control of United States forces deployed in Europe and adjacent waters.

2. The parties understand that this agreement will not be employed in a manner to serve as a routine source for supplies and services reasonably available from United States commercial sources or acquirable from the United States through foreign military sales procedures under the then current Arms Export Control Act.[2]

ARTICLE IV
DEFINITIONS

1. As used in this agreement and in any implementing arrangements which provide specific procedures, the following definitions apply:

a. Logistics support, supplies, and services. Food, billeting, transportation, petroleum, oils, lubricants, clothing, communication services, medical services, ammunition, base operations support (and construction incident thereto), storage services, use of facilities, training services, spare parts and components, repair and maintenance services, and airport and seaport services.

---

[1] 94 Stat. 1016; 10 U.S.C. § 2321.
[2] 82 Stat. 1320; 22 U.S.C. § 2751.

b. Implementing arrangement. An implementing arrangement is a supplementary agreement related to specific supplies, services, or events, which sets forth the additional details, terms, and conditions which further define and carry out this agreement.

c. Order or requisition. An order or requisition, when in its proper form and signed by an authorized official, is a request for the provision of specific logistic support, supplies, or services pursuant to this agreement and applicable implementing arrangements.

d. Invoice. Invoices are those documents from the supplying party which request reimbursement or payment for specific logistic support, supplies, and services rendered pursuant to this agreement and the applicable implementing arrangements.

e. United States European Command component commands. United States Army, Europe (USAREUR); United States Naval Forces Europe (USNAVEUR); and United States Air Forces in Europe (USAFE).

f. Chief of Defence Denmark subordinate commands. Army: Western Land Command, Eastern Land Command, Army Materiel Command Denmark. Navy: Flag Officer Denmark, Naval Materiel Command Denmark. Air Force: Tactical Air Command Denmark, Air Materiel Command Denmark.

g. Europe and adjacent waters. The North Atlantic Treaty area as defined in the North Atlantic Treaty[1] (amended by the protocol on the accession of Greece, Turkey,[2] and the Federal Republic of Germany),[3] excluding North America.

ARTICLE V
BASIC TERMS AND CONDITIONS

1. Each party agrees to utilize its best endeavors, consistent with national priorities, not only in peacetime but also in periods of emergency or active hostilities to satisfy requests of the other party for logistic support, supplies, and services. When an implementing arrangement contains a stricter standard of compliance it shall apply over this paragraph.

2. Pursuant to this agreement, the parties agree that the transfer of logistic support, supplies, and services between the parties shall be accomplished by orders or requisitions issued and accepted under this agreement and any applicable implementing arrangements. Implementing arrangements may be negotiated on the part of the United States by USEUCOM, USEUCOM component commands, and any other organization or agency authorized by USEUCOM, and on the part of Denmark, by the Chief of Defence or his subordinate commands. Whether the transfer is accomplished by orders or requisitions under this agreement alone or in conjunction with implementing arrangements, the documents taken

[1] Signed Apr. 4, 1949. TIAS 1964; 63 Stat. 2241; 4 Bevans 828.
[2] Done Oct. 17, 1951. TIAS 2390; 3 UST 43.
[3] Signed Oct. 23, 1954. TIAS 3428; 6 UST 5707.

together must set forth all necessary details, terms, and conditions to carry out the transfer including the data elements in annex A. The parties will endeavor to adopt a standard order form which, when agreed, will become an annex to this agreement without further formalities. Implementing arrangements will generally identify those authorized to issue and accept orders under the implementing arrangement. The parties will notify each other of specific authorization or limitations on those personnel able to issue or accept orders directly under this agreement or under an implementing arrangement when the implementing arrangement does not state this information. In the case of the United States, these notifications will go directly to and from the USEUCOM component command concerned with a copy to USEUCOM as well. In the case of Denmark, these notifications will go directly to and from Chief of Defence Denmark or the subordinate command involved.

3. For any logistic support, supplies, or services, the parties may negotiate for payment either in cash (a "reimbursable transaction") or payment in kind (an "exchange transaction"). Accordingly, the receiving party will pay the supplying party in conformance with either 3a or 3b below.

a. Reimbursable transactions. The supplying party will submit invoices to the receiving party after delivery or performance of the logistic support, supplies, or services. Both parties will maintain records of all transactions, and the parties will pay outstanding balances not less frequently than quarterly. In pricing reimbursable transactions, the parties agree to the following principles:

(1) In the case of specific acquisition by the supplying party from its contractors for a receiving party, the price will be no less favorable than the prices charged the armed forces of the supplying party by its contractors for identical items or services, less any amounts excluded by article VI of this agreement. The price charged will take into account differentials due to delivery schedules, points of delivery, and other similar considerations.

(2) In the case of transfer from the supplying party's own resources, the supplying party will charge the same price as the supplying party charges its own forces as of the date the order or requisition is accepted for identical logistic support, supplies, or services, less any amounts excluded by article VI of this agreement. In the case where a price has not been established or charges are not made for one's own forces, the parties will agree to a price in advance, excluding charges that are excluded under reciprocal pricing principles.

(3) The parties agree that these reciprocal principles exclude the charging directly or indirectly of indirect costs (including charges for plant and production equipment), administrative surcharges, and contract administration costs.

b. Exchange transactions. Both parties will maintain records of all transactions, and the receiving party will pay the supplying party in kind by transferring to the supplying party logistic support, supplies, or services that are identical or substantially identical to the logistic support, supplies, or services delivered or performed by the supplying party and which are satisfactory to the supplying party. If the receiving party does not pay in kind within the terms of a replacement schedule, agreed to or in effect at the time of the original transaction with time frames which may not exceed one year from the date of the original transaction, the transaction shall be deemed a reimbursable transaction and governed by paragraph 3a above, except that the price will be established based upon the date the payment in kind was to take place.

4. When a definitive price is not agreed in advance on the order or requisition, the order or requisition will set forth a maximum limitation of liability for the party ordering or requisitioning the logistic support, supplies, or services. Unless otherwise agreed, the maximum limit of liability will be the ceiling price. The parties will promptly enter into negotiation to establish the final price which will be the lesser of the ceiling price or the price established under reciprocal pricing principles.

5. The invoice will contain an identification of this agreement or an applicable implementing arrangement and will be in the format set forth by the supplying organizations. The invoice will be accompanied by evidence of receipt by the party receiving the logistics support, supplies, or services.

6. The parties agree to grant each other access to records sufficient to verify, when applicable, that reciprocal pricing principles have been followed and prices do not include waived or excluded costs.

7. Nothing herein shall serve as a basis for an increased charge for logistic support, supplies, or services if such logistic support, supplies, or services would be available without charge or at a lesser charge under terms of another agreement.

8. In all transactions involving the transfer of logistic support, supplies, or services, the receiving party agrees that such logistic support, supplies, or services will not be retransferred, either temporarily or permanently, by any means to other than the forces of the receiving party or a NATO government or a NATO subsidiary body or agent thereof without the prior written consent of the supplying party.

ARTICLE VI
EXCLUDED CHARGES

Provisions of tax and customs relief agreements applicable to the acquisition of materials, services, supplies, and equipment by the receiving party will apply to logistic support, supplies, and services transferred under this agreement.

ARTICLE VII
INTERPRETATION AND REVISION

1. Any disagreement regarding the interpretation or application of this agreement or concerning logistic support, supplies, or services transferred pursuant to the agreement or transaction, as appropriate, to this agreement will be resolved by consultation between the parties to the agreement or transaction, as appropriate, and will not be referred to an international tribunal or third party for settlement.

2. Either party may, at any time, request revision of this agreement. In the event such a request is made, the two parties shall promptly enter into negotiations.

ARTICLE VIII
EFFECTIVE DATE AND TERMINATION

1. This agreement will become effective on the date of the last signature and will continue in effect until terminated by either party giving six (6) months notice in writing.

For the Chief of Defence Denmark | For the United States European Command

1/6/82	[signature]	14 Jun 82	
Date	Signature	Date	Signature
	[illegible] Rasmussen For Admiral Deputy Chief of Staff Logistics		FRANCIS J. TONER Major General, USA Director of Logistics and Security Assistance

ANNEX A
MINIMUM ESSENTIAL DATA ELEMENTS

(1) Support agreement or implementing arrangement, if any.
(2) Date of order.
(3) Country, ministry, department or command to be billed.
(4) Numerical listing of stock numbers of items, if any.
(5) Quantity and description of material and/or services requested.
(6) Quantity furnished.
(7) Unit of measurement.
(8) Unit price.
(9) Quantity furnished (as at 6), multiplied by unit price (as at 8).
(10) Currency of billing country.
(11) Total order amount expressed in currency of billing country.
(12) Name (typed or printed) and signature and title of authorized ordering or requisitioning representative.
(13) Payee to be designated on remittance.
(14) Designation and address of office to which remittance is to be sent.
(15) Recipient's signature acknowledging services or supplies received on the requisition or order or a separate supplementary document.
(16) Document number of order or requisition.
(17) Receiving organization.
(18) Issuing organization.
(19) Transaction type (reimbursable/exchange)
(20) Fund citation or certification of availability of funds when applicable under a party's procedures.
(21) Date and place of original transfer and in case of an exchange transaction, a replacement schedule including time and place of replacement transfer.
(22) Signature, name, and title of authorized acceptance official.
(23) Additional special requirements, if any, such as transportation, packaging, etc.
(24) Limitation of government liability.
(25) Name, signature, date, and title of official of supplying party who actually issues supplies or services.

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10413

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10413

PEACE CORPS

Agreement Between the
UNITED STATES OF AMERICA
and BARBADOS

Effected by Exchange of Notes
Signed at Bridgetown and Hastings
May 10 and June 8, 1982

S9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89-497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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BARBADOS

Peace Corps

Agreement effected by exchange of notes
Signed at Bridgetown and Hastings May 10 and June 8, 1982;
Entered into force June 8, 1982.

READEX FICHE best copy available

The American Ambassador to the Barbadian Minister of Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA

No. 120 Bridgetown, May 10, 1982

Excellency:

I have the honor to refer to recent conversations and correspondence between representatives of our two Governments and to propose the official conclusion of the following understandings with respect to the assignment to Barbados of the men and women of the United States of America who volunteer to serve in the Peace Corps and who, at the request of the Barbados Government, will live and work for periods of time in Barbados.

This Agreement supersedes the Agreement entered into by the Government of Barbados and the Consul-General of the United States of America on July 15, 1965. [1]

The Government of the United States will continue to furnish such Peace Corps volunteers as may be requested by the Government of Barbados and approved by the Government of the United States to perform mutually agreed tasks in Barbados. The volunteers will work under the immediate supervision of Governmental or private organizations in Barbados designated by our two Governments. The Government of the United States will provide training to enable the volunteers to perform their agreed tasks in the most effective way.

The Honorable
Louis R. Tull, M.P.,
Attorney General and
Minister of Foreign Affairs,
Marine House, Hastings.

[1] Exchange of notes July 15 and Aug. 9, 1965. TIAS 5887; 16 UST 1647.

The Government of Barbados will accord equitable treatment to the volunteers and their property; afford them full aid and protection including treatment no less favorable than that accorded generally to nationals of the United States residing in Barbados, and fully inform, consult and cooperate with representatives of the Government of the United States with respect to all matters concerning them. The Ministry of Foreign Affairs of Barbados shall be periodically informed of the names and addresses of the volunteers and of the programs to which they are assigned.

The Government of Barbados will exempt the volunteers from all taxes on payments which they receive to defray their living costs, and on income from sources outside Barbados, and from customs duties and taxes on their personal property introduced into Barbados within six months of their first arrival, and from all immigration fees and the airport surcharge. The foregoing privileges and exemptions are not extended to volunteers who are citizens or permanent residents of Barbados.

The Government of the United States will provide the volunteers with such limited amounts of equipment and supplies as the two Governments may from time to time agree should be provided to enable the volunteers to perform their tasks effectively. The Government of Barbados will exempt from all taxes and customs duties all equipment and supplies introduced into or acquired in Barbados by the Government of the United States, or any contractor financed by it, for use hereunder.

To enable the Government of the United States to discharge its responsibilities under this Agreement, the Government of Barbados will receive a Representative of the Peace Corps, and such staff of the Representative, and such personnel of the United States private organizations performing functions hereunder under contract with the Government of the United States as are acceptable to the Government of Barbados.

The Government of Barbados will exempt all such persons from all taxes on income derived from their Peace Corps work and from sources outside Barbados and from all immigration fees and the airport surcharge. The Government of Barbados will further accord to these persons exemption from customs duties and taxes on their personal property introduced into Barbados within six months of their first arrival.

The foregoing privileges, immunities and exemptions are not extended to Representatives or staff of the Peace Corps or to personnel of United States private organizations who are citizens or permanent residents of Barbados.

The Ministry of Foreign Affairs of Barbados shall be periodically informed of the names and address of the Representative, staff and private organization personnel attached to the Peace Corps in Barbados.

The Government of Barbados will exempt from investment and deposit requirements and currency controls all funds introduced into Barbados for use hereunder by the United States Government or contractors

financed by it for the operations of the Peace Corps. Such funds shall be convertible into the currency of Barbados at the highest rate which is not unlawful in Barbados. The Central Bank of Barbados shall be informed annually of such transactions or transfers.

Appropriate Representatives of our two Governments may, from time to time, make such arrangements with respect to the Peace Corps Volunteers and the Peace Corps programs in Barbados as appear necessary or desirable for the purpose of implementing this Agreement. The understanding of each Government herein are subject to the availability of funds and to the applicable laws of each Government.

I have the honor to propose that, if these understandings are acceptable to your Government, this Note and your Government's reply concurring therein shall constitute an Agreement between our two Governments which shall enter into force on the date of your Government's reply, and shall remain in force until ninety days after the date of written notification from either government to the other of intention to terminate it.

Accept, Excellency, the renewed assurances of my highest consideration and personal esteem.

Milan D. Bish [1]

[1] Milan D. Bish.

The Barbadian Minister of Foreign Affairs to the American Ambassador

MINISTRY OF FOREIGN AFFAIRS,
MARINE HOUSE,
BARBADOS.

No. 11/3-12

In replying the above number and date of this letter should be quoted.

Date June 8, 1982

Excellency,

I have the honour to acknowledge receipt of your Note No.120 dated May 10, 1982 concerning an Agreement relating to the Peace Corps, which reads as follows:-

[For the text of the U.S. note, see pp. 2-3.]

In reply, I have the honour to inform Your Excellency, that the Government of Barbados agrees with the terms of your above Note, which together with this Note shall constitute an Agreement between the Governments of Barbados and the United States of America in this matter.

Accept, Excellency, the renewed assurances of my highest consideration and personal esteem.

LOUIS R. TULL
Minister of Foreign Affairs.

His Excellency
Mr. Milan D. Bish
United States Ambassador
Embassy of the U.S.A.
BRIDGETOWN.

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10414

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10414

PRIVILEGES AND IMMUNITIES

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Limitation and Reduction of Strategic Arms Delegation

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Agreement Between the
UNITED STATES OF AMERICA
and SWITZERLAND

Effected by Exchange of Letters
Signed at Bern June 9, 1982

S 9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89-497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

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SWITZERLAND

Privileges and Immunities: Limitation and Reduction of Strategic Arms Delegation

Agreement effected by exchange of letters
Signed at Bern June 9, 1982;
Entered into force June 9, 1982.

The Swiss Federal Councilor, Federal Department for Foreign Affairs to the American Ambassador

LE CHEF
DU DÉPARTEMENT FÉDÉRAL
DES AFFAIRES ÉTRANGÈRES

Berne, le 9 juin 1982

Madame l'Ambassadeur,

J'ai l'honneur de me référer à votre lettre du 28 mai 1982 par laquelle vous m'avez informé que votre Gouvernement a l'intention d'entamer le 29 juin 1982 à Genève des négociations avec le Gouvernement de l'Union des Républiques Socialistes Soviétiques sur la limitation et la réduction des armes stratégiques.

Je puis vous confirmer que les autorités fédérales, d'entente avec les autorités cantonales genevoises, sont prêtes à faire bénéficier, pendant les négociations susmentionnées, la délégation des Etats-Unis d'Amérique ainsi que les personnes qui la composent, du même statut et des mêmes privilèges et immunités que ceux qui furent accordés à la délégation de votre pays et à la délégation de l'Union des Républiques Socialistes Soviétiques aux pourparlers sur la limitation des armes stratégiques, conformément à l'échange de lettres intervenu le 21 novembre 1972 entre nos deux gouvernements.

Je vous propose que la présente lettre ainsi que votre réponse tiennent lieu d'accord entre nos deux gouvernements.

Veuillez agréer, Madame l'Ambassadeur, l'assurance de ma haute considération.

Pierre Aubert

Son Excellence
Madame Faith Ryan Whittlesey
Ambassadeur
des Etats-Unis d'Amérique
93, Jubiläumsstrasse

3005 Berne

TIAS 10414

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The American Ambassador to the Swiss Federal Councilor, Federal Department for Foreign Affairs

Bern, June 9, 1982

Excellency:

I have the honor to acknowledge receipt of Your Excellency's letter of June 9, 1982, the text of which is as follows, in translation:

"I have the honor to refer to yourletter of May 28, 1982 [1] in which you informed me that your government intends to begin negotiations in Geneva on June 29, 1982, with the government of the Union of Soviet Socialist Republics on the limitation and reduction of strategic arms.

"I can confirm to you that the federal authorities, in coordination with the Geneva cantonal authorities, are prepared to accord during the above-mentioned talks, to the delegation of the United States of America and to those who compose this delegation, the same status and the same privileges and immunities as those which were accorded to the delegation of your country and to the delegation of the Union of Soviet Socialist Republics during the talks on strategic arms limitations, in conformity with the exchange of letters dated November 21, 1972 [2] between our two governments.

His Excellency
Federal Councilor Pierre Aubert
Federal Department for Foreign Affairs
Bundeshaus West
Bern

[1] Not printed.
[2] Exchange of notes Nov. 21 and 22, 1972. TIAS 7323; 23 UST 3736.

"I propose that the present letter, along with your response, represents an agreement between our two governments.

"Please accept, Madame Ambassador, the assurance of my highest consideration."

In reply, I am pleased to inform you that my Government finds the foregoing acceptable and agrees that your letter and this my reply shall constitute an agreement between the Swiss Confederation and the United States of America.

I avail myself of this opportunity to renew to Your Excellency the assurance of my highest consideration.

Sincerely,

Faith Ryan Whittlesey

Faith Ryan Whittlesey
Ambassador

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NAVIGATION

OMEGA Navigation Facility

Agreement Between the
UNITED STATES OF AMERICA
and SOUTH AFRICA

Signed at Pretoria and Washington
May 17 and June 4, 1982

S9.18:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89-497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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SOUTH AFRICA

Navigation: OMEGA Navigation Facility

Agreement signed at Pretoria and Washington May 17 and June 4, 1982;
Entered into force June 4, 1982.

Agreement Between the United States Coast Guard and CSIR for the Establishment and Operation of an OMEGA Navigation System Monitoring Facility

1. PURPOSE

The purpose of this Agreement is to establish the terms and conditions under which the United States Coast Guard ("the Coast Guard") and SA Council for Scientific & Industrial Research (CSIR) shall cooperate in the establishment and operation of an OMEGA Navigation System Monitoring Facility in Pretoria, South Africa.

2. SITE SELECTION

CSIR will select a site for the OMEGA monitoring facilities at, or in the vicinity of Scientia Pretoria. Location of the antenna and equipment at the selected site will be the responsibility of CSIR with the concurrence of the Coast Guard.

3. RESPONSIBLE COAST GUARD ORGANIZATION

Responsibilities of the Coast Guard under this Agreement shall be carried out by the OMEGA Navigation System Operations Detail (hereinafter referred to as ONSOD), or such other Coast Guard organizations as the Coast Guard may designate.

4. RESPONSIBLE CO-OPERATIVE ORGANIZATION

Responsibilities of CSIR under this Agreement shall be carried out by National Physical Research Laboratory (NPRL).

5. OMEGA MONITORING ELECTRONIC EQUIPMENT

The Coast Guard will: (a) Furnish all electronic equipment necessary to maintain and operate the OMEGA monitoring facility, including all required magnetic cassette recording tapes; (b) retain title to all equipment and parts; (c) ship the equipment and parts

to the site provided and bear all shipping costs; (d) provide technical assistance and supervise the installation of the receiver, recording device and whip antenna and train associated personnel; (e) repair any equipment modules requiring major repair. Such components will be returned to the Coast Guard at its expense when repair is required. Components may be replaced by CSIR.

The Coast Guard reserves the right to substitute new equipment, which will ease the data collection process, for equipment originally installed. The Coast Guard will provide 30 days' advance notice of such substitutions.

6. SYSTEM OPERATION

The CSIR will:

a. Provide qualified technical personnel necessary to maintain and operate the OMEGA monitoring equipment.

b. Provide minor on-site routine servicing, including changing magnetic cassette tapes at proper intervals and forwarding the tapes to the Coast Guard not less frequently than monthly.

c. Request replacement components for repair of defective equipment. Coast Guard personnel may visit the monitoring facilities during the installation stage and may thereafter visit the facilities for operational, maintenance, training and liaison purposes. CSIR personnel may similarly visit Coast Guard facilities for familiarization, training or liaison as required.

7. FINANCING

Expenses incident to the operation of the monitoring facility equipment, including labor costs, installation of the antenna systems & electrical power will be borne by CSIR.

The Coast Guard will fund the maintenance of returned modules.

All obligations of the Coast Guard under this Agreement shall be subject to the availability of appropriated funds.

8. TECHNICAL CHARACTERISTICS AND SITE REQUIREMENTS

The U.S.C.G. supplied OMEGA monitoring equipment will have the following characteristics:

a. Equipment
   - Magnavox MX-1104 OMEGA Monitor Receiver
     - Weight: 75 lbs.
     - Dimensions: 15″ × 15″ × 15″
   - MFE Automatic Magnetic Cassette Tape Device
     - Weight: 10 lbs.
     - Dimensions: 10″ × 10″ × 8″
   - Eight Foot Long Whip Antenna
     - Antenna Coupler
     - Antenna Cable
     - Calibration Cable

b. Power Requirements
   - 100–117/220–240 VAC

50–60Hz
100 Watts, 1 AMP

c. Environment Requirements
Temperature: 10 C to 50 C
Humidity: Less than 90%

d. Operation Training: Two to three days at installation time

e. Operator Attention: Several minutes per day

f. General: The receiver and recorder may be either 19-inch rack mounted or placed on a table, depending on what space is available. The receiver is fully automated, requiring only initial setting of desired parameters, a daily check to insure that the receiver is operating properly, replacement and mailing to ONSOD of the magnetic tape cassettes on a monthly basis, and replacement of non-functioning modules in the event of a receiver failure. The facility must provide an essentially continuous electrical power supply. Its electrical environment must exclude spurious emissions that will interfere with signal reception, including emissions from arcing of power transformers, welding equipment, heavy machinery, and overhead trolley power lines. The equipment shall not be exposed to temperatures in excess of 50°C and/or high humidity (above 90% for extended periods).

9. OWNERSHIP AND DISPOSITION OF EQUIPMENT

The Coast Guard shall retain ownership of all equipment it provides in connection with the stations. The Coast Guard shall have the right to remove or dispose of all such property on termination of this agreement, or, to the extent it is no longer required for the operation of the stations, at other times. All shipping costs incurred in the removal of the equipment will be borne by the Coast Guard.

10. CUSTOMS AND IMMIGRATION

CSIR shall take appropriate measures to secure exemptions from surcharges, customs, duties and taxes on all equipment, parts and materials supplied by ONSOD and imported by CSIR for the OMEGA monitor receiver equipment, and to facilitate reasonable entry and exit of U.S. Coast Guard authorized personnel to assist in establishing and maintaining the monitor receiver facility.

11. CLAIMS

Each party shall be liable for damage to property or injury to persons only when such damages arise directly from its activities or the activities of its personnel. No liability for any damage to property or injury to persons shall result solely by virtue of the fact that title to equipment or materials is vested in either agency.

12. TIME SCHEDULE AND TERM OF THE AGREEMENT

For planning purposes, the OMEGA monitoring station at CSIR will be emplaced by a date to be agreed.

This agreement shall be in force upon signature and shall remain in force for two years. Thereafter it shall be renewed automatically for additional periods of two years unless either Party gives six months written notice to the other Party of its intention to terminate.

13. SECURITY

CSIR shall take reasonable measures to protect the OMEGA monitoring installation from vandalism and the entry into the installation site of unauthorized personnel.

14. INFORMATION

The scientific, technical performance and evaluation information derived by the appropriate authorities of each Party pursuant to this Agreement will be made available to the appropriate authorities of the other Party.

W. K. May
Commander, U.S. Coast Guard
Commanding Officer,
OMEGA Navigation System Operations Detail
[WASHINGTON 4 JUNE 1982]

C. F. GARBERS
Dr. C. F. Garbers:
President, CSIR
[PRETORIA 17 MAY 1982]

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TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10416

JUDICIAL ASSISTANCE

Criminal Investigations

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Agreement Between the
UNITED STATES OF AMERICA
and TRINIDAD and TOBAGO

Signed at Washington June 7, 1982

S9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89-497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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TRINIDAD and TOBAGO

Judicial Assistance: Criminal Investigations

Agreement signed at Washington June 7, 1982;
Entered into force June 7, 1982.

AGREEMENT ON PROCEDURES FOR MUTUAL ASSISTANCE
BETWEEN THE UNITED STATES DEPARTMENT OF JUSTICE
AND THE MINISTRY OF LEGAL AFFAIRS OF TRINIDAD AND TOBAGO
IN CONNECTION WITH MATTERS RELATING TO THE
INVESTIGATION DESIGNATED AS MA-106

The United States Department of Justice and the Ministry of Legal Affairs of Trinidad and Tobago, hereinafter referred to as "the parties", confirm the following procedures in regard to mutual assistance to be rendered to agencies with law enforcement responsibilities in their respective countries with respect to alleged illicit acts pertaining to the sales or service activities of the entities and individuals which are the subjects of the investigation mutually designated as MA-106.

1. All requests for assistance shall be communicated directly between the parties.

2. Upon request, the parties shall use their best efforts to make available to each other relevant and material information, such as statements, depositions, documents, business records, correspondence or other materials, available to them concerning alleged illicit acts pertaining to the sales or service activities of the entities and individuals which are the subjects of the investigation mutually designated as MA-106.

3. Such information shall be used exclusively for purposes of investigation conducted by agencies with law enforcement responsibilities and in ensuing criminal, civil and administrative proceedings, hereinafter referred to as "legal proceedings".

4. Except as provided in paragraph 5, all such information made available by the parties pursuant to these procedures, and all correspondence between the parties relating to such information and to the implementation of these procedures, shall be kept confidential and shall not be disclosed to third parties or to government agencies having no law enforcement responsibilities. Disclosure to other agencies having law

enforcement responsibilities shall be conditioned on the recipient agency's acceptance of the terms set forth herein.

In the event of breach of confidentiality the other party may discontinue cooperation under these procedures.

5. Information made available pursuant to these procedures may be used freely in ensuing legal proceedings in the requesting state in which an agency having law enforcement responsibilities is a party, and the parties shall use their best efforts to furnish the information for purposes of such legal proceedings in such form as to render it admissible pursuant to the rules of evidence in existence in the requesting state, including, but not limited to, certifications, authentications, and such other assistance as may be necessary to provide the foundation for the admissibility of evidence.

6. The parties shall give advance notice and afford an opportunity for consultation prior to the use, within the meaning of paragraph 5, of any information made available pursuant to these procedures.

7. Upon request, a requested party shall render, in accordance with the practice and procedure of the requested state, assistance to the law enforcement agencies of the requesting state, such as locating witnesses, interviewing of witnesses, taking testimony or statements or the production of documents or other materials. Representatives of the requesting state may participate in the execution of the request if the competent authority of the requested state consents.

The requesting party shall not pursue its request for an interview or for the production of documents and other materials if the requested party considers that it would interfere with an ongoing investigation or proceeding being conducted by the authorities of the requested state.

8. The parties shall use their best efforts to assist in the expeditious execution of letters rogatory issued by the judicial authorities in connection with any legal proceedings which may ensue in their respective countries.

9. The assistance to be rendered to a requesting state shall not be required to extend to such acts as might result in the immunization of any person from prosecution in the requested state.

10. All assistance by a requested state will be performed subject to all limitations imposed by its domestic law. Execution of a request for assistance may be postponed, denied, or made subject to conditions to be agreed upon, if execution would interfere with an ongoing investigation or legal proceeding in the requested state.

11. Nothing contained herein shall limit the rights of the parties to utilize for any purpose information obtained independently of these procedures.

12. The mutual assistance to be rendered by the parties pursuant to these procedures is designed solely for the benefit of their respective agencies having law enforcement responsibilities, and is not intended to benefit third parties or to affect the admissibility of evidence under the laws of either the United States or Trinidad and Tobago.

13. This Agreement shall enter into force on the date of signature by both parties.

DONE at Washington, D.C. this 7 day of June, 1982.

For the Ministry of
Legal Affairs of Trinidad
and Tobago:

S. RUSSELL MARTINEAU
Minister of Legal Affairs
Government of Trinidad and Tobago

For the United States
Department of Justice:

D. LOWELL JENSEN
Assistant Attorney General
Criminal Division

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TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10419

SPACE COOPERATION

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Agreement Between the
UNITED STATES OF AMERICA
and BRAZIL

Signed at Brasilia June 14, 1982

S9. 10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89-497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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BRAZIL

Space Cooperation

Agreement signed at Brasilia June 14, 1982;
Entered into force June 14, 1982.

AGREEMENT FOR USE OF THE GEOSTATIONARY OPERATIONAL ENVIRONMENTAL SATELLITE IN THE BRAZILIAN NATIONAL PLAN FOR DATA COLLECTION PLATFORMS BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE FEDERATIVE REPUBLIC OF BRAZIL

The Government of the United States of America

and

The Government of the Federative Republic of Brazil,

DESIRING to cooperate in the collection of environmental data,

HAVE AGREED as follows:

ARTICLE I
Designated Executive Entities

The Government of the United States of America designates as executive entity, to implement this Agreement, the National Oceanic and Atmospheric Administration (NOAA) through its National Earth Satellite Service (hereinafter referred to as NESS), and the Government of the Federative Republic of Brazil designates, for the same purpose, the "Comissão Brasileira de Atividades Espaciais" (hereinafter referred to as COBAE), with the concurrency of the "Conselho Nacional de Desenvolvimento Científico e Tecnológico" (CNPq), through its "Instituto de Pesquisas Espaciais" (INPE).

ARTICLE II
Purpose of the Program

The plan involves extensive networks of Geostationary Operational Environmental Satellite (GOES) self-timed Data Collection Platforms (DCPs) installed in Brazilian territory. One of the networks is to support the World Meteorological Organization/United Nations Development Program (WMO/UNDP) Amazonian Hydrology and Climatology Project (AHCP). Environmental data collected by the DCPs will be retransmitted by the GOES Data Collection System (DCS) and received by an earth station installed in the INPE laboratories in São José dos Campos, Brazil, where they will be processed and distributed to the local users. Certain portions of these data may be distributed through the Global Telecommunications System.

ARTICLE III
General Provisions

A. Only those users of DCPs whose data are within the definition of environmental data according to the international telecommunications agreements for which the frequencies are allocated are eligible to use the GOES DCS. Environmental data are defined as observations and measurements of physical, chemical, or biological properties of the oceans, rivers, lakes, solid earth, and atmosphere, including space.

B. Authorization for GOES to use the 401.7 to 402.1 MHZ radio frequency band as an up-link and the 468.750 to 468.950 MHZ radio frequency band as a down-link appears in docket numbers 7422589, 8149078 and 8150578, of the Subcommittee for Frequency Allocation/Interdepartmental Radio Advisory Committee. Docket no. 8149078 authorizes NESS to allocate frequency channels to COBAE. NESS will also provide address codes.

READEX FICHE best copy available

C. COBAE is responsible for obtaining authorization from the appropriate Brazilian Agency to operate its platforms on the frequency channels designated by NESS.

D. NESS will usually not allocate a channel to COBAE for its exclusive use; however, a channel may be allocated in this fashion when COBAE shows sufficient need as determined by NESS.

E. NESS reserves the right to terminate or temporarily halt its support for COBAE platforms in this program if satellite or earth equipment limitations require reduction or elimination of services.

F. Under conditions other than those in paragraph (E), COBAE will be notified of significant changes in the system's technical characteristics far enough in advance for it to be able to reorganize its observations program. Notification will usually be given three years prior to the change.

G. Unless exceptions are specified in another part of this Agreement, the data collected for COBAE will be available in NESS for other interested parties, as NESS considers appropriate.

H. All DCPs which COBAE plans to use as part of the GOES DCS are subject to type certification by NESS before deployment. Any modification to the DCP radio sets subsequent to the initial certification will require recertification before they can be used in the GOES DCS. The modifications requiring recertification pertain to changes in the timing or failsafe mechanisms, or any other part of the DCP radio sets that do not conform to the original certification or current NESS Data Collection Platform Radio Set Certification Standards.

I. NESS, in consultation with COBAE, will establish data collection schedules and message sizes for the COBAE DCPs as well as schedules and methods for dissemination of these data.

J. All trasmissions from the DCPs to the GOES satellite will be coordinated with NESS before the transmission begins.

K. COBAE will be responsible for providing the appropriations and equipment needed to carry out the part of the program at the DCP locations.

L. COBAE will provide periodic reports, upon the request of NESS, on the present application of the data obtained from the use of the GOES DCS.

M. The Government of the United States of America will not be liable for damages or injuries resulting from use of the GOES DCS.

N. Each Party is responsible for ensuring that the provisions of this Agreement are compatible with the requirements of its program. Each Party may request amendments to this Agreement that will take effect upon the mutual consent of both Parties.

O. Whenever COBAE considers it necessary, it may interrupt operation of its DCPs.

P. Additional terms regarding the operation of the system are contained in the technical memorandum concluded between NESS and INPE.

Q. All operational data collected will be acquired by the INPE passive ground readout station.

R. The ability of COBAE and NESS to carry out their activities under this Agreement is subject to the availability of appropriated funds.

ARTICLE IV

Entry into force and termination

This Agreement will enter into force upon signature and shall remain for 10 years, unless terminated earlier at the election of either NOAA or COBAE, provided notification of such termination is forwarded by diplomatic note, from one Government to the other, not less than 90 days in advance of termination.

DONE at Brasília, on the 14 of June, 1982, in duplicate, in the English and Portuguese languages, both texts being equally authentic.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

[1]

FOR THE GOVERNMENT OF THE FEDERATIVE REPUBLIC OF BRAZIL:

[2]

[1] Langhorne A. Motley.
[2] R. S. Guerreiro.

ACORDO ENTRE O GOVERNO DOS ESTADOS UNIDOS DA AMERICA E O GOVERNO DA REPOBLICA FEDERATIVA DO BRASIL PARA O USO DO SATELITE AMBIENTAL OPERACIONAL GEOESTACIONÁRIO NO PLANO NACIONAL BRASILEIRO DE PLATAFORMAS DE COLETA DE DADOS

O Governo dos Estados Unidos da América

e

O Governo da República Federativa do Brasil

DESEJOSOS de cooperar na coleta de dados ambientais,

ACORDAM o seguinte:

ARTIGO I
Entidades Executoras

O Governo dos Estados Unidos da América designa como entidade executora, para implementar o presente Acordo, a "National Oceanic and Atmospheric Administration" (NOAA), através de seu "National Earth Satellite Service" (doravante denominado NESS), e o Governo da República Federativa do Brasil designa, para o mesmo propósito, a Comissão Brasileira de Atividades Espaciais (doravante denominada COBAE), com a participação do Conselho Nacional de Desenvolvimento Científico e Tecnológico (CNPq), através de seu Instituto de Pesquisas Espaciais (INPE).

ARTIGO II
Finalidade do Programa

O plano refere-se a extensas redes de Plataformas de Coleta de Dados (PCDs) temporizadas de Satélite Ambiental Operacional Geoestacionário (GOES) instaladas em território brasileiro. Uma das redes apoiará o Projeto da Organização Meteorológica Mundial/Programa das Nações Unidas para o Desenvolvimento (OMM/PNUD) de Hidrologia e Climatologia da Amazônia - PHCA. Os dados ambientais coletados pelas PCDs serão transmitidos pelo Sistema de Coleta de Dados (SCD) GOES e recebidos por uma estação terrena instalada nos laboratórios do INPE, em São José dos Campos, Brasil, onde serão processados e distribuídos entre os usuários locais. Certas porções desses dados poderão ser distribuídas através do Sistema Global de Telecomunicações.

ARTIGO III
Disposições Gerais

A. Só estarão qualificados para utilizar o SDC GOES aqueles usuários de PCDs cujos dados estejam dentro da definição de dados ambientais, segundo os acordos internacionais de telecomunicações, para os quais as frequências são alocadas. Dados ambientais são definidos como observações e medições das propriedades físicas, químicas, ou biológicas dos oceanos, rios, lagos, terra firme, e atmosfera, incluindo espaço.

B. A autorização para o GOES utilizar a banda de radiofrequência de 401,7 a 402,1 MHz como enlace de subida e a banda de radiofrequência de 468,750 a 468,950 MHz como enlace de descida consta, respectivamente, dos extratos de números 7422589, 8149078, e 8150578 do Subcomitê de Atribuição de Frequência/Comitê Consultivo Interdepartamental de Rádio. O extrato número 8149078 autoriza o NESS a alocar canais de frequência à COBAE. O NESS também fornecerá códigos de endereços.

C. É de responsabilidade da COBAE obter da agência nacional apropriada a autorização para operar suas plataformas nos canais de frequência designados pelo NESS.

D. O NESS, normalmente, não atribuirá um canal à COBAE para seu uso exclusivo; entretanto, tal atribuição poderá ocorrer quando a COBAE apresentar necessidades suficientes conforme determinado pelo NESS.

E. O NESS se reserva o direito de encerrar ou temporariamente sustar seu apoio às plataformas da COBAE neste programa caso limitações do satélite ou do equipamento de terra exijam redução ou eliminação de serviços.

F. Em outras condições que não as citadas na alínea E, a COBAE será notificada das alterações significativas nas características técnicas do sistema com antecedência suficiente para poder reorganizar o seu programa de observações. Tal notificação será normalmente feita três anos antes da alteração.

G. A menos que outras partes do presente Acordo especifiquem exceções, os dados coletados para a COBAE estarão, no NESS, à disposição de outras partes interessadas, caso o NESS considere conveniente.

H. Todas as Plataformas de Coleta de Dados que a COBAE pretende usar como parte do Sistema de Coleta de Dados GOES estão sujeitas à homologação pelo NESS antes de serem instaladas. Qualquer modificação na aparelhagem de rádio das PCDs posterior à homologação inicial tornará necessária nova homologação antes de ser utilizada no Sistema de Coleta de Dados GOES. As modificações que requerem nova homologação dizem respeito a alterações nos mecanismos de tempo ou de segurança, ou a qualquer outra parte da aparelhagem de rádio das PCDs que não correspondem à homologação original ou aos atuais padrões de aparelhagem de rádio das Plataformas de Coleta de Dados do NESS.

I. O NESS, em consulta com a COBAE, estabelecerá os horários de coleta de dados e tamanho das mensagens para os usuários de PCDs assim como os horários e métodos para a disseminação desses dados.

J. Todas as transmissões das PCDs para os satélites GOES serão coordenadas com o NESS antes do início da transmissão.

K. A COBAE será responsável pelo fornecimento de verbas e equipamentos necessários para a parte do programa a ser realizada nos locais onde serão instaladas as PCDs.

L. A COBAE elaborará relatórios periódicos, mediante solicitação do NESS, sobre as aplicações dos dados coletados pelo uso do Sistema de Coleta de Dados GOES.

M. O Governo dos Estados Unidos da América não será responsabilizado por danos ou lesões resultantes do uso do Sistema de Coleta de Dados GOES.

N. Cada Parte é responsável por assegurar que as disposições do presente Acordo atendam às exigências de seu programa. Cada uma das Partes poderá solicitar emendas a este Acordo, as quais serão efetivadas mediante consentimento mútuo, entrando a alteração em em vigor.

O. Sempre que a COBAE considerar necessário, poderá interromper a operação de suas Plataformas de Coleta de Dados.

P. Disposições adicionais relativas à operação do sistema constam do Memorando Técnico concluído entre o NESS e o INPE.

Q. Todos os dados operacionais coletados serão adquiridos pela estação rastreadora terrena do INPE.

R. A possibilidade de a COBAE e o NESS desenvolverem suas atividades nos termos do presente Acordo está sujeita à disponibilidade dos fundos adequados.

ARTIGO IV
Entrada em vigor e denúncia

O presente Acordo entrará em vigor na data de sua assinatura. Terá a duração de dez anos, salvo denúncia efetuada a critério da COBAE ou NOAA, a ser formalizada por via diplomática, entre os dois Governos, com antecipação mínima de noventa dias.

Feito em Brasília, aos 14 dias do mês de junho de 1982, em dois exemplares originais, nos idiomas inglês e português, sendo ambos os textos igualmente autênticos.

PELO GOVERNO DOS ESTADOS UNIDOS DA AMERICA:

PELO GOVERNO DA REPÚBLICA FEDERATIVA DO BRASIL:

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Agreement Between the
UNITED STATES OF AMERICA
and HONG KONG

Effected by Exchange of Notes
Signed at Hong Kong June 23, 1982

S9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89-497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

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HONG KONG

Trade in Textiles and Textile Products

Agreement effected by exchange of notes
Signed at Hong Kong June 23, 1982;
Entered into force June 23, 1982;
Effective January 1, 1982.

The American Consul General to the Hong Kong Director of Trade Industry and Customs

CONSULATE GENERAL OF THE
UNITED STATES OF AMERICA

No. 1 Hong Kong, June 23, 1982

Sir:

I have the honor to refer to the Arrangement Regarding International Trade in Textiles (hereinafter referred to as the Arrangement), done at Geneva on December 20, 1973, as extended by the Protocol adopted on December 22, 1981.[1]

I also refer to discussions between representatives of the Government of Hong Kong and the Government of the United States of America in Washington from February 8 to February 12, 1982, and in Hong Kong from March 11 to March 21, 1982, concerning exports of cotton, wool and man-made fiber textiles and textile products manufactured in Hong Kong which are exported to the United States. As a result of these discussions, I propose on behalf of the Government of the United States of America, under Article 4 of, and in conformity with, the Arrangement, the following Agreement relating to trade in cotton, wool and man-made fiber textiles and textile products between Hong Kong and the United States.

The Honorable
William Dorward, O.B.E., J.P.
Director of Trade Industry
and Customs
Hong Kong

[1] TIAS 7840, 10323; 25 UST 1001; 33 UST.

1. (a) The term of the Agreement shall be from January 1, 1982 through December 31, 1987, except as provided in paragraph 16. The duration has been agreed in recognition by the Government of the United States of America of the importance to Hong Kong of stability in the textile trade and the need to ensure that stability and certainty throughout the 6-year life of the bilateral agreement.

(b) This Agreement replaces and supersedes the Agreement dated August 8, 1977, as amended,[1] with respect to the agreement year commencing on January 1, 1982 and ending December 31, 1982.

2. An "agreement year" shall be a calendar year, with the first agreement year commencing on January 1, 1982 and ending on December 31, 1982.

3. The Categories of textiles and textile products covered by the Agreement are as set out and described in Annex B. The determination of whether a textile or textile product is of cotton, wool, or man-made fiber shall be made in accordance with the terms of paragraph 8.

4. During the term of the Agreement, the Government of Hong Kong shall limit annual exports from Hong Kong of cotton, wool, and man-made fiber textiles and textile products of Hong Kong origin to the United States of America, to the Specified Limits and Sub-Limits set forth in Annex A hereto, as such limits may be adjusted in accordance with paragraphs 5 and 6. The limits set out in Annex A are without such adjustments. All textiles and textile products in Categories not subject to Specified Limits may be exported from Hong Kong to the United States of America only in accordance with paragraph 7. Shipments valued at U.S. 250 dollars or less which are exported from

[1] TIAS 8936, 9291, 9611, 9714, 10117; 29 UST 2184; 30 UST 1810; 31 UST 294; 32 UST 486; 33 UST.

Hong Kong to the United States of America shall not be subject to the limits in Annex A or the procedures of paragraph 7.

5. During any agreement year, the limits of the Categories and Sub-categories set out in Annex A, or pursuant to an amendment to Annex A of this Agreement, may be exceeded by not more than the percentages set out in Annex C, provided that a corresponding reduction as calculated in square yards equivalent on the basis of the conversion factors set out in Annex B and, in the case of merged Categories, in paragraph 9, is made in one or more Specified Limits set out in Annex A. As regards merged Category 633/634/635, the conversion factor of the affected sub-limit or sub-limits will apply. Adjustments made pursuant to this paragraph are in addition to those pursuant to paragraph 6.

6. (a) The extent to which any Specified Limit or Sub-limit set out in Annex A may, after consultation between the Government of Hong Kong and the Government of the United States of America, be exceeded in either year of any two subsequent agreement years by carry forward and/or carryover, is 10 percent, of which carry forward shall not represent more than 5 percent.

(b) Following consultations pursuant to paragraph 6(a) above, between the Government of Hong Kong and the Government of the United States of America in Hong Kong from March 11 to March 21, 1982, it was agreed that in respect of Category 648 Hong Kong will, notwithstanding the carry forward percentage of 5 percent specified in paragraph 6(a) above, be accorded 7.15 percent carry forward in each agreement year for the life of the Agreement. Both governments agree to consult, in the 1986 agreement year, in relation to any problem that may arise during the 1987 agreement year from the continuous use of this provision in respect of Category 648.

7. In view of the well established and effective Hong Kong system of export authorization and licensing, and the desire of both governments to eliminate real risks of market disruption, the following procedures shall apply to each Category not subject to a Specified Limit:

(a) The Government of Hong Kong shall provide reports on export authorizations (EAs) issued for exports to the United States of America of such Categories as frequently and in such detail as may be requested.

(b) The Government of the United States of America may request consultations with a view to agreement on an appropriate level of restraint for any Category not given a Specified Limit for any agreement year whenever, in the view of the Government of the United States of America, conditions in its market are such that a limitation on further trade in any such Category is necessary in order to eliminate a real risk of market disruption.

(c) The request for such consultations shall be supported as soon as possible, and in any case within 21 days of the date of the request, by a statement of market conditions in the United States of America which in the opinion of the Government of the United States of America make necessary the request for consultations. The statement shall include data similar to that contemplated in paragraphs I and II of Annex A of the Arrangement.

(d) Upon receipt of a request for such consultations, the Government of Hong Kong, as requested by the Government of the United States of America, shall cease or otherwise limit further issuance of EAs for a period of seven (7) U.S. working days. The Government of the United States of America may request Hong Kong to extend the period of seven (7) U.S. working days mentioned above and may also request Hong Kong to limit the issuance of EAs to a level different

from that specified in paragraph 7(e) (I) and (II) below, whichever is applicable. The Government of Hong Kong shall consider any such request sympathetically and shall respond promptly. Unless agreed otherwise, the Government of Hong Kong shall have the right, following the expiry of the period of seven (7) U.S. working days mentioned above, to resume the issuance of EAs up to the level specified in paragraph 7(e) (I) or (II) below, whichever is applicable. EAs thus issued, as well as EAs issued prior to receipt of the request for consultations, may be honored by the issuance of export licences by the Government of Hong Kong.

The two governments, unless otherwise agreed, shall consult as soon as possible within 30 days of the request for such consultations and shall make their best efforts to complete such consultations within 30 days of the commencement.

(e) (I) In the event that consultations do not result in agreement, the Government of the United States of America shall have the right to request the Government of Hong Kong to limit exports of the relevant products during the agreement year in which the request for consultations is made to a level not less than the highest of:

(a) The level of the trade in the relevant product or category for the immediate preceding year plus either 15 percent of that level (in the case of cotton and man-made fiber products) or 6 percent of that level (in the case of wool products),

(b) The average of the level of trade in the relevant product or category for all previous years since January 1, 1981, plus either 15 percent of that level (in the case of cotton and man-made fiber products), or 6 percent of that level (in the case of wool products), or

(c) The limit requested by the Government of the United States of America for the cessation of issuance of EAs in accordance with paragraph 7(d) hereof.

(II) Except as provided for in paragraph 7(e)(IV) below, in respect of any product or category where a limit has been established for a single agreement year and where, in the immediately subsequent agreement year the Government of the United States of America makes another request for consultations under paragraph 7(b) of this Agreement, and, in the event that such consultations do not result in agreement, the Government of the United States of America shall have the right to request the Government of Hong Kong to limit exports of the relevant products during the agreement year in which the request for consultations is made, to a level not less than the higher of:

(a) The limit established for the immediately preceding year plus either 8 percent of that limit (in the case of cotton and man-made fiber products) or 3 percent of that limit (in the case of wool products).

(b) The limit requested by the Government of the United States of America for the cessation of issuance of EAs in accordance with paragraph 7(d) hereof.

(III) Where the Government of the United States of America makes a request under paragraph 7(e) (I) or (II) hereof, the Government of Hong Kong agrees that it will honor such a request.

(IV) In respect of any product or category for which a limit is established in any one agreement year, either government may, prior to the start of the immediately following agreement year, elect to convert that limit into a Specified Limit effective as such, from January 1 of the immediately following agreement year.

Where such a conversion is made, the Specified Limit so created shall, from the date of effectiveness, be accorded growth at 2 percent per annum. The Specified Limit so created shall, from the year of effectiveness, be accorded flexibility at 7 percent pursuant to paragraph 5 of the Agreement, and in subsequent years the flexibility provisions as set out in paragraph 6 of the Agreement shall also apply.

(V) Should two requests in respect of the same product or category be made under paragraph 7(b) hereof during the term of this Agreement but in different agreement years, not being consecutive years, the provisions of paragraph 7(e) (I) shall apply to the second of the two requests.

(VI) The two governments agree that the provisions of paragraph 7 hereof shall not derogate from the rights of the two governments under paragraph 17 of this Agreement.

(VII) For the purpose of paragraph 7 hereof, the phrase "level of trade" shall mean the level of trade established by consultations to be held within the first six months of each agreement year, or, where such consultations have not been completed, the level of trade by date of export.

(f) In the implementation of this provision, the Government of Hong Kong shall advise the Government of the United States of America, immediately upon receipt of any unusual concentration of applications for EAs in a particular category.

(g) The two governments shall consult as early as possible, with regard to problems that may arise if paragraph 7 hereof is invoked near the end of an agreement year, to consider the possibilities of avoiding undue hardship to the trade.

8. (a) Tops, yarns, piece goods, made-up articles, garments and other textile manufactured products, all being products which derive their chief characteristics from their textile components, of cotton, wool, man-made fibers, or blends thereof, in which any or all of those fibers in combination represent either the chief value of the fibers or 50 percent or more by weight (or 17 percent or more by weight of wool) of the product, are subject to this Agreement.

(b) For the purposes of this Agreement, textile products shall be classified as cotton, wool or man-made fiber textiles if wholly or in chief value of any of these fibers. Any product covered by subparagraph (a) above but not in chief value of cotton or wool or man-made fiber shall be classified as:

(i) Cotton textiles if containing 50 percent or more by weight of cotton, or if the cotton component exceeds by weight the wool and/or the man-made fiber component;

(ii) Wool textiles if not cotton, and the wool equals or exceeds 17 percent by weight of all component fibers; and

(iii) Man-made fiber textiles if neither of the foregoing applies.

9. (a) The system of Categories and the rates of conversion into square yards equivalent listed in Annex B hereto shall apply in implementing this Agreement, except as provided for in paragraph 9 hereof.

(b) For the purposes of this Agreement and with reference to the particular circumstances of Hong Kong's trade patterns with the United States of America, the Categories below are merged as indicated and treated as

single Categories, with limits for Categories and Sub-Categories as set out in Annex A.

Categories Merged	Designation in Agreement
1) 333 and 334	333/334
2) 338 and 339	338/339
3) 347 and 348	347/348
4) 445 and 446	445/446
5) 447 and 448	447/448
6) 633, 634 and 635	633/634/635
7) 638 and 639	638/639
8) 645 and 646	645/646

For the purposes of paragraph 5, the conversion factors for individual Categories set out in Annex B shall be applied, except that for Categories 333 and 334 the conversion factor shall be 39.5 square yards equivalent per dozen, for Categories 633 and 634 the conversion factor shall be 40.6 square yards equivalent per dozen, and for Categories 638 and 639 the conversion factor shall be 15.5 square yards equivalent per dozen.

(c) Merged Category 338/339 is divided into two Categories, "cotton tank tops, knit (338/339 - tank tops)" and "cotton shirts and blouses other than tank tops, knit (338/339 - other)"

(d) The Government of the United States of America reserves the right to consult with the Government of Hong Kong, under the provisions of paragraph 18, should the trade patterns referred to above change significantly.

10. Mutually satisfactory administrative arrangements or adjustments may be made to resolve minor problems arising in the implementation of this Agreement, including differences in points of procedure or operation.

11. The two governments recognize that the successful implementation of this Agreement depends in large part on alignment of the classification practices of both governments. The two governments shall monitor classification procedures and shall consult on actual or potential classification differences.

12. A visa system, in the form attached as Annex D, shall apply to facilitate implementation of this Agreement.

13. (a) The two governments recognize that the successful implementation of this Agreement depends in large part upon mutual cooperation on statistical questions. The Government of the United States of America shall promptly supply the Government of Hong Kong with data on monthly imports of cotton, man-made fiber and wool textile products from Hong Kong. The Government of Hong Kong shall promptly supply the Government of the United States of America with pertinent data on anticipated exports in Categories not subject to Specified Limits and data on monthly exports of cotton, man-made fiber and wool products to the United States of America.

(b) Each government agrees to supply promptly any other available statistical data necessary to the implementation of this Agreement requested by the other government.

14. The Government of Hong Kong shall use its best efforts to space exports from Hong Kong to the United States of America within each Category or Sub-Category (or combination of Categories) evenly throughout each agreement year, taking into consideration normal seasonal factors.

15. If, having regard to the provisions of the Arrangement, the Government of Hong Kong considers that Hong Kong is being placed in an inequitable position vis-a-vis a third country, the Government of Hong Kong may request consultations with the Government of the United States of America with a view to taking appropriate remedial action. The Government of the United States of America shall consult with the Government of Hong Kong in the event of such a request.

16. This Agreement may be terminated either by mutual consent of the two governments at any time, or by either government, effective at the end of an agreement year, upon written notice to the other government to be given at least 180 days prior to the end of such agreement year.

17. Each government reserves its rights under the Arrangement with respect to textiles and textile products not subject to this Agreement. For textiles and textile products covered by this Agreement, it is agreed that either of the parties may have recourse to any and all of the provisions of the Arrangement, save that the Government of the United States of America waives its rights under Article 3 of the Arrangement with respect to products covered by this Agreement as long as this Agreement remains in effect.

18. The Government of Hong Kong and the Government of the United States of America agree to consult, at the request of either government, on any question arising in the application of this Agreement.

If the foregoing proposal is acceptable to the Government of Hong Kong, this Note and your Note of acceptance on behalf of the Government of Hong Kong shall constitute an Agreement between the Government of the United States of America and the Government of Hong Kong.

Accept, Sir, the renewed assurances of my highest consideration.

Burton Levin [1]

[1] Burton Levin.

Annex A

Cotton	Category or Sub-Category Number	Unit of Measure	First Year Units	Second Year Units	Third Year Units	Fourth Year Units	Fifth Year Units	Sixth Year Units
Twills and Sateens	(317)	syd.	53,573,384	54,376,985	55,192,640	56,020,530	56,860,838	57,713,751
Gloves	(331)	dpr.	3,426,355	3,443,487	3,460,704	3,478,008	3,495,398	3,512,875
Coats, M and B	(333/334)	doz.	208,473	211,600	214,774	217,996	221,266	224,585
Coats, W, G and I	(335)	doz.	280,977	282,382	283,794	285,213	286,639	288,072
Tank tops	(338/9 - tank tops)	doz.	1,866,923	1,876,258	1,885,639	1,895,067	1,904,542	1,914,065
Shirts and blouses other than tank tops, knit	(338/9 - other)	doz.	2,517,039	2,529,624	2,542,272	2,554,983	2,567,758	2,580,597
Shirts, not knit	(340)	doz.	2,410,331	2,422,383	2,434,495	2,446,667	2,458,900	2,471,195
Blouses, not knit	(341)	doz.	2,441,399	2,453,606	2,465,874	2,478,203	2,490,594	2,503,047
Skirts	(342)	doz.	388,963	394,797	400,719	406,730	412,831	419,023
Sweaters	(345)	doz.	305,582	310,166	314,818	319,540	324,333	329,198
Trousers, slacks, shorts (outer)	(347/348)	doz.	5,761,399	5,790,206	5,819,157	5,848,253	5,877,494	5,906,881
M and B	((347))	doz.	(2,835,541)	(2,849,719)	(2,863,968)	(2,878,288)	(2,892,697)	(2,907,142)
W, G and I	((348))	doz.	(4,366,207)	(4,388,038)	(4,409,978)	(4,432,028)	(4,454,188)	(4,476,459)
Dressing gowns	(350)	doz.	101,080	102,596	104,135	105,697	107,282	108,891
Pajamas and others nightwear	(351)	doz.	1,030,467	1,035,619	1,040,797	1,046,001	1,051,231	1,056,487

	Category or Sub-Category Number	Unit of Measure	First Year Units	Second Year Units	Third Year Units	Fourth Year Units	Fifth Year Units	Sixth Year Units
Wool								
Coats, W, G and I	(435)	doz.	57,762	58,051	58,341	58,633	58,926	59,221
Dresses	(436)	doz.	86,302	86,734	87,168	87,604	88,042	88,482
Knit shirts and blouses	(438)	doz.	750,430	754,182	757,953	761,743	765,552	769,380
Suits, M and B	(443)	doz.	8,543	8,586	8,629	8,672	8,715	8,759
Sweaters	(445/446)	doz.	1,171,550	1,177,408	1,183,295	1,189,211	1,195,157	1,201,133
Trousers, slacks and shorts	(447/448)	doz.	51,836	52,095	52,355	52,617	52,880	53,144
Man-made Fiber								
Coats	(633/634/635)	doz.	937,815	951,882	966,160	980,652	995,362	1,010,292
M and B	((633/634))	doz.	(343,429)	(348,580)	(353,809)	(359,116)	(364,503)	(369,971)
W, G and I	((635))	doz.	(735,058)	(746,084)	(757,275)	(768,634)	(780,164)	(791,866)
Knit shirts and blouses	(638/639)	doz.	4,183,958	4,204,878	4,225,902	4,247,032	4,268,267	4,289,608
Blouses, not knit	(641)	doz.	722,971	726,586	730,219	733,870	737,539	741,227
Sweaters	(645/646)	doz.	1,208,010	1,214,050	1,220,120	1,226,221	1,232,352	1,238,514
Trousers, slacks and shorts (outer) W, G and I	(648)	doz.	969,079	973,924	978,794	983,688	988,606	993,549

Annex B

Category	Description	Conversion Factor	Unit of Measure
	Yarn		
	Cotton		
300	Carded	4.6	LB.
301	Combed	4.6	LB.
	Wool		
400	Tops and Yarn	2.0	LB.
	Man-made Fiber		
600	Textured	3.5	LB.
601	Continuous Cellulosic	5.2	LB.
602	Continuous Non-cellulosic	11.6	LB.
603	Spun Cellulosic	3.4	LB.
604	Spun Non-cellulosic	4.1	LB.
605	Other Yarns	3.5	LB.
	Fabric		
	Cotton		
310	Ginghams	1.0	SYD.
311	Velveteens	1.0	SYD.
312	Corduroy	1.0	SYD.
313	Sheeting	1.0	SYD.
314	Broadcloth	1.0	SYD.
315	Printcloths	1.0	SYD.
316	Shirtings	1.0	SYD.
317	Twills and Sateens	1.0	SYD.
318	Yarn-dyed	1.0	SYD.
319	Duck	1.0	SYD.
320	Other fabrics, not knit	1.0	SYD.
	Wool		
410	Woolens and worsted	1.0	SYD.
411	Tapestries and upholstery	1.0	SYD.
425	Knit	2.0	LB.
429	Other fabrics	1.0	SYD.
	Man-made Fiber		
610	Continuous Cellulosic, not knit	1.0	SYD.
611	Spun cellulosic, not knit	1.0	SYD.
612	Continuous Non-cellulosic, not knit	1.0	SYD.
613	Spun Non-cellulosic, not knit	1.0	SYD.
614	Other fabrics, not knit	1.0	SYD.
625	Knit	7.8	LB.
626	Pile and tufted	1.0	SYD.
627	Specialty	7.8	LB.

Category	Description	Conversion Factor	Unit of Measure
	Apparel		
	Cotton		
330	Handkerchiefs	1.7	DZ.
331	Gloves	3.5	DPR.
332	Hosiery	4.6	DPR.
333	Suit-type Coats, M and B	36.2	DZ.
334	Other Coats, M and B	41.3	DZ.
335	Coats, W, G and I	41.3	DZ.
336	Dresses (including uniforms)	45.3	DZ.
337	Playsuits, Sunsuits, Washsuits, Creepers, Rompers, etc.	25.0	DZ.
338	Knit Shirts (including T-shirts, other and Sweatshirts) M and B	7.2	DZ.
339	Knit Shirts and Blouses (including T-shirts, other and Sweatshirts) W, G and I	7.2	DZ.
340	Shirts, not knit	24.0	DZ.
341	Blouses, not knit	14.5	DZ.
342	Skirts	17.8	DZ.
345	Sweaters	36.8	DZ.
347	Trousers, Slacks and Shorts (outer), M and B	17.8	DZ.
348	Trousers, Slacks and Shorts (outer), W, G and I	17.8	DZ.
349	Brassieres, etc.	4.8	DZ.
350	Dressing Gowns, Including Bathrobes, and Beach Robes, Lounging gowns, House Coats, and Dusters	31.0	DZ.
351	Pajamas and Other Nightwear	52.0	DZ.
352	Underwear (including Union Suits)	11.0	DZ.
353	Down and Feather filled Coats, Jackets, Vests M and B	41.3	DZ.
354	Down and Feather filled Coats, Jackets, Vests W, G and I	41.3	DZ.
359	Other Apparel	4.6	LB.
	Wool		
431	Gloves	2.1	DPR.
432	Hosiery	2.8	DPR.
433	Suit-type Coats, M and B	36.0	DZ.
434	Other Coats, M and B	54.0	DZ.
435	Coats, W, G and I	54.0	DZ.
436	Dresses	49.2	DZ.
438	Knit Shirts and Blouses	15.0	DZ.
440	Shirts and Blouses, not knit	24.0	DZ.
442	Skirts	18.0	DZ.
443	Suits, M and B	54.0	DZ.
444	Suits, W, G and I	54.0	DZ.
445	Sweaters, M and B	14.88	DZ.
446	Sweaters, W, G and I	14.88	DZ.
447	Trousers, Slacks, and Shorts (outer), M and B	18.0	DZ.
448	Trousers, Slacks, and Shorts (outer), W, G and I	18.0	DZ.
459	Other Wool Apparel	2.0	LB.

Category	Description	Conversion Factor	Unit of Measure
	Man-made Fiber		
630	Handkerchiefs	1.7	DZ.
631	Gloves	3.5	DPR.
632	Hosiery	4.6	DPR.
633	Suit-type Coats, M and B	36.2	DZ.
634	Other Coats, M and B	41.3	DZ.
635	Coats, W, G and I	41.3	DZ.
636	Dresses	45.3	DZ.
637	Playsuits, Sunsuits, Washsuits, etc.	21.3	DZ.
638	Knit Shirts (including T-shirts), M and B	18.0	DZ.
639	Knit Shirts and Blouses (including T-shirts), W, G and I	15.0	DZ.
640	Shirts, not knit	24.0	DZ.
641	Blouses, not knit	14.5	DZ.
642	Skirts	17.8	DZ.
643	Suits, M and B	54.0	DZ.
644	Suits, W, G and I	54.0	DZ.
645	Sweaters, M and B	36.8	DZ.
646	Sweaters, W, G and I	36.8	DZ.
647	Trousers, Slacks, and Shorts (outer), M and B	17.8	DZ.
648	Trousers, Slacks and Shorts (outer), W, G and I	17.8	DZ.
649	Brassieres, etc.	4.8	DZ.
650	Dressing Gowns, including Bathrobes and Beach Robes	51.0	DZ.
651	Pajamas and other Nightwear	52.0	DZ.
652	Underwear	16.0	DZ.
653	Down and Feather filled Coats, Jackets, Vests M and B	41.3	DZ.
654	Down and Feather filled Coats, Jackets, Vests W, G and I	41.3	DZ.
659	Other Apparel	7.8	LB.
	Made-ups and Miscellaneous		
	Cotton		
360	Pillowcases	1.1	NO.
361	Sheets	6.2	NO.
362	Bedspreads and Quilts	6.9	NO.
363	Terry and Other Pile Towels	0.5	NO.
369	Other Cotton Manufactures	4.6	LB.
	Wool		
464	Blankets and Auto Robes	1.3	LB.
465	Floor Covering	0.1	SYT.
469	Other Wool Manufactures	2.0	LB.
	Man-made Fiber		
665	Floor Coverings	0.1	SYT.
666	Other Furnishings	7.8	LB.
669	Other Man-made Fiber Manufactures excluding Luggage, Handbags and Flat Goods, wholly or in part of Braid; other Man-made Fiber Handbags; other Man-made Fiber Luggage; and other Flat Goods of Materials other than Cotton	7.8	LB.

Annex C

Category or Sub-category Number	Percentage
317	6
331	5
333/4	6
335	5
338/9 - tank tops	5
338/9 - other	5
340	5
341	5
342	6
345	6
347/8	5
(347)	5
(348)	5
350	6
351	5
435	5
436	5
438	5
443	5
445/6	5
447/8	5
633/4/5	6
(633/4)	6
(635)	6
638/9	5
641	5
648	5

Annex D

1. Each shipment of textile apparel products under the terms of the Agreement produced or manufactured in Hong Kong and exported to the United States of America shall be accompanied by an export visa issued by the Government of Hong Kong. The export visa shall be a signed copy of a Hong Kong export licence with a stamp on the front, reading "Approved for export to the USA," signed by an authorised official of the Government of Hong Kong. The Category or Categories and quantities in the shipment shall be correctly indicated on the visa. Visas covering shipments of products classified in merged Categories with Sub-categories shall cite the quantity or quantities and Sub-category or Sub-categories in which the goods are classified. Visas covering shipments for products classified in Categories which have been merged without Sub-categories shall cite all of the categories comprising the merged Category. Where a shipment is valued at 250 dollars (U.S. dollars) or less, the visas need not indicate the Category or Categories but shall indicate 'at 250 dollars or less'.

2. The names and facsimile signatures of the officials authorised to issue and sign textile export visas shall be supplied by the Government of Hong Kong. The Government of Hong Kong shall notify the Government of the United States of America of any changes of authorised officials and shall provide facsimiles of newly authorized officials' signatures. A limited number of officials shall be authorized to issue visas.

3. The Government of the United States of America shall publish in the Federal Register the visa system as described herein, upon receipt of a sample copy of the visa and authorized signatures.

4. Textile apparel products produced or manufactured in Hong Kong included under the terms of the Agreement and exported to the United States of America which are not accompanied by a valid and correct visa in accordance with this Annex shall be denied entry by the Government of the United States of America. However, where the quantity indicated on the visa is above that of the shipment, entry may be permitted.

5. The Government of the United States of America and the Government of Hong Kong shall take all appropriate steps to ensure compliance with this visa arrangement and the Agreement.

The Hong Kong Director of Trade Industry and Customs to the American Consul General

Trade Industry and Customs Department 工商署

Director of Trade Industry and Customs

CR/EIC 110/5/3/111

23 June 1982

Sir,

I refer to your note No. 1 of today's date proposing an Agreement between the Governments of the United States of America and Hong Kong under Article 4 of, and in conformity with, the Arrangement Regarding International Trade in Textiles, and confirm that it is acceptable to my Government.

Accept, Sir, the renewed assurances of my highest consideration.

(W. Dorward)

Mr. Burton Levin,
Consul-General,
American Consulate-General,
26 Garden Road,
Hong Kong.

GPO: 1985 48-215 (12800)

10421

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10421

TRADE IN TEXTILES AND TEXTILE PRODUCTS

Agreement Between the
UNITED STATES OF AMERICA
and the PEOPLE'S REPUBLIC OF CHINA

Amending the Agreement of
September 17, 1980, as Amended

Effected by Exchange of Letters
Signed at Washington July 16 and 19, 1982

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DEPOSITORY 326

S9. 10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89-497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

For sale by the Superintendent of Documents, U.S. Government Printing Office
Washington, D.C. 20402

PEOPLE'S REPUBLIC OF CHINA

Trade in Textiles and Textile Products

Agreement amending the agreement of September 17, 1980, as amended.
Effected by exchange of letters
Signed at Washington July 16 and 19, 1982;
Entered into force July 19, 1982.

The Deputy Assistant Secretary of State, Trade and Commercial Affairs, to the Chinese Commercial Counsellor

DEPARTMENT OF STATE

Washington, D.C. 20520

JUL 16 1982

Mr. An Dong
Minister-Counselor (Commercial Affairs)
Embassy of the People's Republic of China
2300 Connecticut Avenue
Washington, D.C. 20008

Dear Mr. An:

I refer to paragraph 8 of the Agreement between the United States of America and the People's Republic of China relating to Trade in Cotton, Wool, and Man-Made Fiber Textiles and Textile Products, with annexes, effected by exchange of notes on September 17, 1980[1] ("The Agreement") and to discussions held between representatives of our two Governments concerning exports from China to the United States of products classified in textile categories 315 ("Cotton Printcloth") and 320 (Other Cotton Fabrics, n.k.).

On behalf of my Government, I have the honor to propose the following:

1. For purposes of "The Agreement", category 315 and the items covered under TSUSA number 326.0092 in category 320 shall be merged and treated as a single category.

2. Annex B of "The Agreement" shall be amended to establish a specific limit for this category as follows:

Category	1/19/82 - 12/31/82
315 plus TSUSA # 326.0092	167,000,000 square yards

3. No swing shall be available for this category in 1982. This arrangement is without prejudice to any new agreement.

If this proposal is acceptable to your Government, this letter and your letter of confirmation on behalf of your Government shall constitute an amendment to the Agreement which shall enter into force on the date of your reply.

Sincerely,

Denis Lamb

Denis Lamb
Deputy Assistant Secretary
Trade and Commercial Affairs
Bureau of Economic and
Business Affairs

---

[1] TIAS 9820, 10271; 32 UST; 33 UST.

The Chinese Commercial Counsellor to the Deputy Assistant Secretary of State, Trade and Commercial Affairs

THE EMBASSY OF THE PEOPLE'S REPUBLIC OF CHINA
2300 Connecticut Avenue, N.W.
Washington, D.C. 20008

July 19, 1982

Mr. Denis Lamb
Deputy Assistant Secretary
Trade and Commercial Affairs
Bureau of Economic and Business Affairs
U.S. Department of State
Washington, D.C. 20520

Dear Mr. Lamb,

I have the honor to acknowledge receipt of your letter dated July 16, 1982 in which you proposed an amendment of Agreement between the People's Republic of China and the United States of America relating to trade in Cotton, Wool and Man-Made Fiber Textiles and Textile Products, and to refer to discussions held between representatives of our two Governments corcerning exports from China to the United States of products classified in textile category 315("Cotton printcloth") and the items covered under TSUSA number 326.0092 in category 320.

I wish to confirm, on behalf of the Government of the People's Republic of China, that this proposal is acceptable. Therefore, your letter and this letter of confirmation shall constitute an amendment to the Agreement between our two Governments on this subject.

Sincerely,

An Dong
Commercial Counsellor

GPO 1985 48-216 (12800)

10422

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10422

SCIENTIFIC COOPERATION

Geological Sciences

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DEPOSITORY

Memorandum of Understanding
Between the
UNITED STATES OF AMERICA
and FRANCE

Signed at Orleans and Reston
July 8 and 23, 1982

S9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89-497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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FRANCE

Scientific Cooperation: Geological Sciences

Memorandum of understanding signed at Orleans and Reston July 8 and 23, 1982;
Entered into force July 23, 1982.

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE GEOLOGICAL SURVEY
OF THE
DEPARTMENT OF THE INTERIOR
OF THE UNITED STATES OF AMERICA
AND
SERVICE GEOLOGIQUE NATIONAL
OF THE
BUREAU DE RECHERCHES GEOLOGIQUES ET MINIERES
OF THE FRENCH REPUBLIC
COVERING
COOPERATION IN THE FIELD OF
GEOLOGICAL SCIENCES

ARTICLE I. Scope and Objectives

The Geological Survey of the Department of the Interior of the United States of America (hereinafter referred to as USGS), and the Bureau de Recherches Géologiques et Minières (Service Géologique National) of the French Republic (hereinafter referred to as BRGM) have agreed to enter into a program of cooperation in the geological sciences in accordance with this Memorandum of Understanding (hereinafter referred to as Memorandum).

The purpose of this Memorandum is to establish a framework for the exchange of technical knowledge and augmentation of technical capabilities of USGS and BRGM (hereinafter sometimes referred to as the "Parties") with respect to geological sciences. For cooperation requested by BRGM that extends into subjects outside the scope of USGS, USGS may, with the consent of BRGM, and subject to United States laws, executive orders, regulations, and policies, endeavor to enlist the participation of other United States entities. BRGM may, with the consent of USGS, include the participation of other organizations of France in the development of activities contained within the scope of this Memorandum.

ARTICLE II. Cooperative Activities

Forms of cooperative activities under this Memorandum may consist of exchanges of technical information, exchange visits, cooperative research between scientists of the Parties engaged in research disciplines of mutual interest and other forms of cooperative activities as are mutually agreed. Specific areas of cooperation may include, but are not limited to, such subjects of mutual interest as environmental and regional geology; geothermal investigations; remote sensing applications; applied geophysics; geochemistry; concepts and methods for exploration and evaluation of energy, mineral, and water resources; seismotectonics; geologic hazards; engineering geology applications; and computer applications for geologic studies. One of the first areas of cooperation to be addressed will be computer processing of remotely sensed data. All activities are subject to applicable laws and regulations of France and the United States.

ARTICLE III. Sources of Funding

Cooperative activities under this Memorandum will be subject to and dependent upon the financial support and manpower available to the Parties. Each Party will cover its own expenses except when special financing is obtained for specific joint projects. Such joint projects, which will be carried out under the terms of this Memorandum, will be financed by the Parties from their respective funds in accordance with a financial plan that must be agreed upon by the Parties before each project is initiated.

ARTICLE IV. Rights in Information, Data, and Innovations

All scientific, technical, and development information and data used in or derived from work performed pursuant to this Memorandum or any Annex hereto (hereinafter referred to as the "subject work") shall be freely exchanged between the Parties, and except for such information and data that are identified by a Party as requiring protection for its national security or interest, or are otherwise susceptible to protection as its proprietary data, either Party, after consultation with the other Party, may at its discretion and subject to its national laws, publish the information and data. Any excepted information and data of a Party shall be held confidential by the other Party, but with the written permission of the protected Party, may be made available by the other Party in accordance with its national laws. Each Party can request copyright protection for its own information and data in the country of the other Party.

ARTICLE V. Review of Activities

The Parties will designate representatives who, at times mutually agreed upon by the Parties, will review the activities under this Memorandum. The designated representatives of the Parties will meet, if necessary, once a year. The annual activity reports and the programs for the following year will be exchanged. With the exception of specific projects for which it is otherwise decided by written agreement, each agency reserves the right to review the cooperative program during the year, in the

light of financial, personnel, or other considerations. In case of modification of the programs, each Party will inform the other of its decisions and its intentions regarding the continuation of operations.

ARTICLE VI. Disclaimer

Information transmitted by one Party to the other Party under this Memorandum shall be accurate to the best knowledge and belief of the transmitting Party; however, the transmitting Party does not warrant the suitability of the information transmitted for any particular use or application by the receiving Party or by any third Party.

ARTICLE VII. Project Annexes

The specifics of any activity agreed upon within the terms of this Memorandum, including, as appropriate, details concerning financial arrangements and the allocation and protection of property rights, shall be confirmed in writing between the Parties. Any activity involving other than the exchange of technical information or exchange visits of individuals shall be described in an Annex to this Memorandum. The Annex shall set forth a work plan, staffing requirements, cost estimates, funding sources, and other undertakings, obligations, or conditions not included in this Memorandum. In case of any inconsistency between the terms of this Memorandum and the terms of an Annex hereto, the terms of this Memorandum shall be controlling.

ARTICLE VIII. Entry into Force and Termination

This Memorandum shall enter into force upon the signature by both Parties and remain in force for three (3) years from that date. It may be modified or extended by mutual agreement, and may be terminated at any time by either Party upon ninety (90) days' written notice to the other Party. The termination of this Memorandum shall not affect the validity or duration of projects which are described in Annexes to this Memorandum which are initiated prior to such termination.

Done at Reston, Virginia, and ~~Orléans~~ in duplicate in the English and French languages, both equally authentic.

Geological Survey of the
Department of the Interior
United States of America

Name: DALLAS L. PECK
Title: Director, U.S. Geological Survey
Date: July 23, 1982

Bureau de Recherches
Geologiques et Minieres of the
French Republic

Name: Jean GONI
Title: Responsable Mission Coopération scientifique internationale
Date: 6 juillet 1982

MEMORANDUM D'ACCORD
ENTRE
LE SERVICE DES ETUDES GEOLOGIQUES DU
MINISTERE DE L'INTERIEUR DES ETATS-UNIS D'AMERIQUE
ET
LE BUREAU DE RECHERCHES GEOLOGIQUES ET MINIERES
DE LA REPUBLIQUE FRANCAISE
CONCERNANT
LA COOPERATION DANS LE DOMAINE DES
SCIENCES GEOLOGIQUES

ARTICLE PREMIER. Champ d'application et buts

Le Service des études géologiques du Ministère de l'Intérieur des Etats-Unis (ci-après dénommé USGS) et le Bureau de Recherches géologiques et minières (Service géologique national) de la République Française (ci-après dénommé BRGM) sont convenus d'entreprendre un programme de coopération dans le domaine des sciences géologiques conformément au présent Mémorandum d'Accord (ci-après dénommé Mémorandum).

L'objectif du présent Mémorandum est d'établir un cadre pour l'échange de connaissances techniques et pour l'augmentation des capacités techniques de l'USGS et du BRGM (ci-après parfois dénommés les "Parties") en ce qui concerne les sciences géologiques. Pour ce qui est de la coopération demandée par le BRGM et qui touche des sujets hors des compétences de l'USGS, l'USGS peut, avec le consentement du BRGM et sous réserve des lois, décrets présidentiels, règlements et politiques des Etats-Unis, entreprendre d'obtenir la participation d'autres entités des Etats-Unis. Le

BRGM peut, avec le consentement de l'USGS, inclure la participation d'autres organisations françaises pour l'établissement d'activités entrant dans le champ d'action du présent Mémorandum.

ARTICLE II. Activités coopératives

Les activités coopératives aux termes du présent Mémorandum peuvent s'effectuer sous forme d'échange d'informations techniques, de visites d'échange, de recherche coopérative entre les scientifiques des Parties se livrant à des travaux de recherche d'un intérêt commun et à d'autres activités pouvant être approuvées d'un commun accord. Les domaines particuliers d'activité coopérative peuvent inclure, sans pour autant s'y limiter, des sujets d'intérêt commun tels que la géologie environnementale et régionale; les études de géothermie; les applications de la télédétection; la géophysique appliquée; la géochimie; les principes et les méthodes de prospection et d'évaluation des ressources énergétiques, minérales et hydrauliques; la sismotectonique; les dangers géologiques; les applications de l'ingénierie géologique; et l'application informatique des études géologiques. L'un des premiers domaines de coopération sera le traitement informatique des données obtenues par télédétection. Toutes les activités sont soumises aux lois et règlements applicables de la France et des Etats-Unis.

ARTICLE III. Sources de financement

Les activités coopératives aux termes du présent Mémorandum dépendront de l'appui financier et de la main-d'oeuvre dont disposeront les

Parties. Chaque Partie couvrira ses propres dépenses sauf lorsqu'un financement spécial sera obtenu pour des projets communs particuliers. De tels projets communs, qui seront entrepris aux termes du présent Mémorandum, seront financés par les Parties à partir de leurs fonds respectifs conformément à un plan financier qui doit être approuvé par les Parties avant que chaque projet ne soit entrepris.

ARTICLE IV. Droits en matière d'information, de données et d'innovations

Toutes les informations et données scientifiques, techniques et de développement utilisées au cours des travaux ou tirées de travaux exécutés au titre du présent Mémorandum ou au titre de toute Annexe y relative (ci-après dénommés "travaux exécutés au titre du Mémorandum") seront librement échangées entre les deux Parties et, sauf dans le cas d'informations et de données identifiées par une Partie comme requérant la protection pour des raisons de sécurité ou d'intérêt national, ou qui sont, pour d'autres raisons, susceptibles d'être protégées en tant que données de propriété exclusive, l'une ou l'autre des Parties, après consultation avec l'autre Partie, peut, à discrétion et sous réserve de ses lois nationales, publier les informations et les données. Toutes informations et données d'une Partie qui font l'objet d'une exception sont considérées comme confidentielles par l'autre Partie, mais, avec la permission écrite de la Partie protégée, peuvent être rendues disponibles par l'autre Partie conformément à ses lois nationales.

L'une ou l'autre des Parties peut demander la protection des droits d'auteur pour ses propres informations et données dans le pays de l'autre Partie.

ARTICLE V. Examen des activités

Les Parties désigneront des représentants qui, à des dates approuvées d'un commun accord par les Parties, examineront les activités entreprises au titre du présent Mémorandum. Les représentants désignés par les Parties se réuniront une fois par an si nécessaire. Les rapports annuels sur les activités et les programmes pour l'année suivante seront échangés. A l'exception de projets particuliers pour lesquels il en est décidé autrement par accord écrit, chaque organisme se réserve le droit d'examiner le programme coopératif durant l'année à la lumière de considérations touchant le financement, le personnel et autres. En cas de modification des programmes, chaque Partie informera l'autre de ses décisions et de ses intentions concernant la continuation des travaux.

ARTICLE VI. Déni de responsabilité

Les informations fournies par une Partie à l'autre Partie au titre du présent Mémorandum sont exactes pour autant que la Partie qui les fournit le sache et le croie; toutefois, la Partie fournissant les informations ne garantit pas que celles-ci conviennent

à tout usage ou application particulier qui en serait fait par la Partie les recevant ou par toute tierce Partie.

ARTICLE VII. Annexes concernant des projets

Les détails de toute activité approuvée aux titres du présent Mémorandum, y compris, le cas échéant, les détails concernant les mesures financières ainsi que l'attribution et la protection des droits de propriété, sont confirmés par écrit par les Parties. Toute activité autre que celles concernant l'échange d'informations techniques ou les visites d'échange d'individus est décrite dans une Annexe au présent Mémorandum. L'Annexe fait état d'un plan de travail, des besoins en personnel, des coûts estimatifs, de sources de financement et autres engagements, obligations ou conditions ne figurant pas dans le présent Mémorandum. En cas de toute incompatibilité entre les termes du présent Mémorandum et les termes de l'Annexe y relative, les termes du Mémorandum prévalent.

ARTICLE VIII. Entrée en vigueur et dénonciation

Le présent Mémorandum entre en vigueur à la date de la signature des deux Parties et demeure en vigueur pendant les trois (3) ans qui suivent cette date. Il peut être modifié ou prorogé sur commun accord et peut être dénoncé à tout moment par l'une ou l'autre des Parties sur préavis de quatre-vingt-dix (90) jours signifié par écrit à l'autre Partie. La dénonciation du présent

Mémorandum n'affecte ni la validité ni la durée des projets figurant dans les Annexes au présent Mémorandum qui sont entrepris avant ladite dénonciation.

Fait à Reston (Virginie) et à Orléans, en deux exemplaires dans les langues anglaise et française, les deux textes faisant également foi.

Geological Survey of the
Department of the Interior
United States of America

Nom DALLAS L. PECK
Titre Director, U.S. Geological Survey
Date July 23, 1982

Bureau de Recherches
géologiques et minières
de la République Française

Nom Juan GOMI
Titre Responsable Mission Coopération scientifique internationale
Date 8 juillet 1982

GPO 1985 48-217 (12800)

0423

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10423

WEATHER STATIONS

Agreement Between the
UNITED STATES OF AMERICA
and MEXICO

Extending the Agreement of
July 31, 1970, as Amended and
Extended

Effected by Exchange of Notes
Dated at Mexico and Tlatelolco
June 17 and July 16, 1982

9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89–497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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MEXICO

Weather Stations

Agreement extending the agreement of July 31, 1970, as amended and extended.
Effected by exchange of notes
Dated at Mexico and Tlatelolco June 17 and July 16, 1982;
Entered into force July 16, 1982;
Effective August 1, 1982.

The American Embassy to the Mexican Department of Foreign Relations

EMBASSY OF THE
UNITED STATES OF AMERICA

NO. 1186

The Embassy of the United States of America presents its compliments to the Secretariat of **Foreign Relations** and has the honor to refer to the Embassy's Note Number 208 dated February 3, 1982 and the Secretariat's Note Number 315434 dated February 19, 1982, extending the Mexican/United States Agreement on Cooperative Meteorological Observations[1] for a period of six months beginning February 1, 1982.

In that regard, the Embassy has been informed that the National Oceanic and Atmospheric Administration (NOAA) is requesting an additional six-month extension beginning August 1, 1982.

The purpose of the extension is to provide the National Oceanic and Atmospheric Administration additional time to finalize the amendments to update the present agreement.

The Embassy of the United States of America avails itself of this opportunity to renew to the Secretariat of Foreign Relations the assurances of its highest consideration.

The Embassy of the United States of America
Mexico, D. F., June 17, 1982.

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[1] TIAS 6941, 7927, 10331; 21 UST 1978; 25 UST 2450; 33 UST.

The Mexican Department of Foreign Relations to the American Embassy

316630

La Secretaría de Relaciones Exteriores saluda atentamente a la Embajada de los Estados Unidos de América y tiene el honor de acusar recibo de su nota 1186 del 17 de junio del año en curso, con la que propone que el Programa de Cooperación en Materia de Observación Meteorológica entre los Estados Unidos Mexicanos y los Estados Unidos de América, cuya última prórroga se realizó por Canje de Notas del 3 y 19 de febrero de 1982, se prorrogue por seis meses más, a partir del 1o. de agosto del presente año.

Al respecto, la Secretaría informa a la Embajada que por parte del Gobierno de México no existe inconveniente en que dicho Programa se prorrogue por un período de seis meses, a partir del 1o. de agosto del presente año, a fin de que la Administración Nacional Oceánica y Atmosférica de su país, pueda presentar las propuestas de modificación al mencionado Programa.

La Secretaría de Relaciones Exteriores aprovecha la oportunidad para renovar a la Embajada de los Estados Unidos de América el testimonio de su más alta consideración.

Tlatelolco, D.F., a 16 de julio de 1982.

A la Embajada de los
Estados Unidos de América,
México, D.F.

TRANSLATION

No. 316630

The Department of Foreign Relations presents its compliments to the Embassy of the United States of America and has the honor to acknowledge receipt of its note No. 1186 of June 17, 1982, proposing that the Agreement for a Cooperative Meteorological Observation Program between the United Mexican States and the United States of America, last extended by an exchange of notes on February 3 and 19, 1982, be extended for an additional six months beginning August 1, 1982.

In this regard, the Department informs the Embassy that the Government of Mexico has no objection to the extension of the aforementioned Agreement for a period of six months beginning August 1, 1982, to allow the National Oceanic and Atmospheric Administration of the United States to submit the proposed amendments to the Agreement.

The Department of Foreign Relations avails itself of this opportunity to renew to the Embassy of the United States of America the assurances of its highest consideration.

Tlatelolco, D.F., July 16, 1982

[Initialed]

Embassy of the United States of America,
Mexico, D.F.

GPO 1985 48-218 (12800)

10424

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10424

ATOMIC ENERGY

Reprocessing of Special Nuclear Material

OCT
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Joint Determination by the
UNITED STATES OF AMERICA
and JAPAN

Signed at Washington July 23, 1982

with

Related Note

S 9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89-497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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JAPAN

Atomic Energy: Reprocessing of Special Nuclear Material

Joint determination signed at Washington July 23, 1982;
Entered into force July 23, 1982.
With related note.

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89-497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

For sale by the Superintendent of Documents, U.S. Government Printing Office
Washington, D.C. 20402

JAPAN

Atomic Energy: Reprocessing of Special Nuclear Material

Joint determination signed at Washington July 23, 1982;
Entered into force July 23, 1982.
With related note.

JOINT DETERMINATION FOR REPROCESSING OF
SPECIAL NUCLEAR MATERIAL OF UNITED STATES ORIGIN

Bearing in mind the Note Verbale of the Embassy of Japan of today's date, the considerations set out in the Joint Communique of the Government of the United States of America and the Government of Japan issued on October 30, 1981,[1] and Japan's continued adherence to the Treaty on the Non-Proliferation of Nuclear Weapons,[2] providing, in particular, for the effective and efficient application of safeguards by the International Atomic Energy Agency;

The Government of the United States of America and the Government of Japan hereby jointly determine pursuant to Article VIII C of the Agreement for Cooperation Between the Government of the United States of America and the Government of Japan Concerning Civil Uses of Atomic Energy of February 26, 1968, as amended,[3] that the provisions of Article XI of that Agreement may be effectively applied in respect of the reprocessing in the experimental Chemical Processing Facility at Tokai Mura ("CPF") of irradiated fuel elements containing fuel material received from the United States in amounts up to the design capacity of the CPF.

July 23, 1982

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA

Richard T. Kennedy [4]

FOR THE GOVERNMENT OF
JAPAN

Yoshio Okawara [5]

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[1] TIAS 10294; 33 UST.
[2] Done July 1, 1968. TIAS 6839; 21 UST 483.
[3] TIAS 6517, 7306, 7758; 19 UST 5214; 23 UST 275; 24 UST 2325.
[4] Richard T. Kennedy.
[5] Yoshio Okawara.

[RELATED NOTE]

EMBASSY OF JAPAN
WASHINGTON

July 23, 1982

P - 50

The Embassy of Japan presents its compliments to the Department of State and has the honor to convey the following regarding the Chemical Processing Facility of the Power Reactor and Nuclear Fuel Development Corporation (PNC):

1. The PNC has completed the construction of the Chemical Processing Facility (CPF) at Tokai-mura, which is a laboratory for experiments on fast reactor spent fuel reprocessing, and the operation of which is scheduled to start in July, 1982.

2. The spent fuel to be reprocessed at the CPF will be largely of United States origin and will come from the experimental FBR "JOYO" of the PNC. If United States origin spent fuel from other facilities is to be reprocessed at the CPF, the Government of Japan will so inform the Government of the United States of America in advance.

3. The design capacity and the maximum estimated throughput of the CPF are both 7.2 kg/year spent fuel (approximately 0.6 kg plutonium).

4. The plutonium nitrate separated at the CPF will be kept in the storage tank located at the CPF and co-converted at appropriate intervals at the plutonium conversion facility at Tokai-mura to a mixed oxide product.

5. The mixed oxide product will be fabricated at the MOX fuel fabrication facility at Tokai-mura and used for Japan's fast breeder and advanced reactor research and development programs.

6. All nuclear material at the CPF will be subject to IAEA safeguards in accordance with the Agreement between the Government of Japan and the International Atomic Energy Agency in Implementation of Article III, 1 and 4 of the Treaty on the Non-Proliferation of Nuclear Weapons.

The Embassy of Japan avails itself of this opportunity to renew to the Department of State the assurance of its highest consideration.

GPO 1985 48-219

10425

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10425

HEALTH

Veterans Memorial Medical Center

Agreement Between the
UNITED STATES OF AMERICA
and the PHILIPPINES

Signed at Manila July 28, 1982

S9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89-497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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Washington, D.C. 20402

PHILIPPINES

Health: Veterans Memorial Medical Center

Agreement signed at Manila July 28, 1982;
Entered into force July 28, 1982;
Effective October 1, 1981.

AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND THE REPUBLIC OF THE PHILIPPINES CONTINUING THE OPERATIONS OF THE UNITED STATES VETERANS ADMINISTRATION IN THE PHILIPPINES

WHEREAS, the Congress of the United States by Public Law 96-385 approved October 7, 1980, and Public Law 97-72 approved November 3, 1981, as embodied in Subchapter IV of Chapter 17 of Title 38, United States Code, has provided for the extension of the operations of the United States Veterans Administration in the Philippines and for further assistance by grants-in-aid to the Republic of the Philippines for replacement and upgrading of equipment and for rehabilitation of the physical plant of the Veterans Memorial Medical Center, and

WHEREAS, commencing October 1, 1981, the Republic of the Philippines will assume full responsibility for the hospital and medical care and treatment of all Commonwealth Army veterans and New Philippine Scout veterans, and

WHEREAS, the United States of America is desirous of assisting the Republic of the Philippines in maintaining high quality medical care and treatment at the Veterans Memorial Medical Center, and

WHEREAS, the Republic of the Philippines is desirous of taking advantage of the provisions thereof for the purpose of continuing the operations of the United States Veterans Administration in the Philippines and for the purpose of replacement and upgrading of equipment and rehabilitation of the physical plant of the Veterans Memorial Medical Center.

The United States of America and the Republic of the Philippines have decided to conclude a new Agreement for the above purposes, the regulations relating to which the United States of America will promulgate in the Federal Register, and do hereby agree as follows:

TITLE I

PURPOSES OF CONTRACT

ARTICLE I. Subject to mutual agreement, the necessary appropriation acts of the United States Congress, and such rules and regulations as, from time to time, may be prescribed by the Administrator of Veterans Affairs of the United States, to whom the President of the United States has delegated the authority conferred upon him by Sections 631-633, Title 38, United States Code, the Administrator of Veterans Affairs of the United States will enter into a contract with the Director of the Veterans Memorial Medical Center subject to the approval of the Minister of National Defense of the Republic of the Philippines, as follows:

(a) To provide reimbursement to the Republic of the Philippines by the United States of America for hospital care in the Republic of the Philippines of United States veterans determined by the Administrator of Veterans Affairs of the United States to be in need of such hospital care for service-connected disabilities, at a per diem rate to be jointly determined for each fiscal year by the two Governments

to be fair and reasonable;

(b) To provide reimbursement as described in (a) above for hospital care at the Veterans Memorial Medical Center of United States veterans determined by the Administrator of Veterans Affairs of the United States to be in need of such hospital care for nonservice-connected disabilities if they are unable to defray the expenses of such care;

(c) To provide reimbursement for medical services in the Republic of the Philippines for United States veterans determined by the Administrator of Veterans Affairs of the United States to be in need of such medical services for service-connected disabilities which shall be provided either in the Veterans Memorial Medical Center or by contract, the rates to be jointly determined for each fiscal year by the two Governments to be fair and reasonable.

(d) To provide reimbursement for nursing home care in the Republic of the Philippines for any United States veteran who has been furnished hospital care and who has been determined by the Administrator of Veterans Affairs of the United States to be in need of such nursing home care at a per diem rate to be jointly determined for each fiscal year by the two Governments to be fair and reasonable but in no event to exceed 50 per centum of the per diem rate established pursuant to (a) above;

(e) To provide reimbursement for travel expenses of United States veterans incident to such hospitalization, medical services, or nursing home care which are authorized by the Administrator of Veterans Affairs of the United States;

(f) To provide that the contract shall remain in force until September 30, 1986, unless extended by the agreement of both parties;

(g) To provide that during the contract period specified in this article, subject to actual agreement of the officials designated to execute such actions, payments for hospital care and for medical services provided to United States veterans may consist in whole or in part of available medicines, medical supplies, and equipment furnished by the Administrator of Veterans Affairs of the United States to the Veterans Memorial Medical Center at valuations therefor as determined by the Administrator of Veterans Affairs of the United States, provided the valuations so determined shall not be less than the cost of the items furnished, including transportation;

(h) To provide that during the period covered by such contract the Republic of the Philippines and the Veterans Memorial Medical Center will replace and upgrade, as needed, the equipment of such hospital and will rehabilitate the existing physical plant and facilities of such hospital as soon as practicable to place the hospital on a sound and effective operating basis;

(i) To provide for grants by the Administrator of Veterans Affairs of the United States, on such terms and conditions as he may prescribe, to the Veterans Memorial Medical Center to assist the Republic of the Philippines in the replacement and upgrading of equipment and in rehabilitating the physical plant and facilities of such hospital, which shall not exceed the amounts provided by the appropriation acts of the Congress of the United States for that purpose and in no event shall exceed the amount of $500,000 for each fiscal year during the period beginning October 1, 1981 and ending September 30, 1986.

TITLE II

DELEGATION OF AUTHORITY

ARTICLE 2. The Minister of National Defense of the Philippine Government, under the general direction of the President of the Republic of the Philippines, shall have full authority to administer for the Government of the Republic of the Philippines all matters relating to the provision of medical care and treatment for United States veterans, for replacement and upgrading of equipment and for rehabilitating the physical plant of the Veterans Memorial Medical Center.

TITLE III

USE OF FACILITIES OF THE VETERANS MEMORIAL MEDICAL CENTER

ARTICLE 3. As previously agreed between the two Governments, the ownership of the Veterans Memorial Medical Center and the equipment thereof has been vested in the Government of the Philippines and the use to which said hospital or any part or equipment thereof shall be devoted is for determination by mutual consent of the two Governments.

ARTICLE 4. Use by the Republic of the Philippines of the facilities of the Veterans Memorial Medical Center shall be discretionary with the Republic of the Philippines except that;

(a) First priority of admission and retention in the hospital shall be accorded Commonwealth Army veterans and new Philippine Scouts needing hospital care for service-connected disabilities associated with and aggravating service-connected disabilities.

(b) Second priority shall be accorded United States veterans who require hospital care for service-connected disabilities or nonservice-connected disabilities associated with and aggravating service-connected disabilites.

(c) Third priority shall be accorded Commonwealth Army veterans, New Philippine Scouts who served under Section 14 of the Armed Forces Voluntary Act of 1945, who enlisted before July 4, 1946, and who were discharged or released from such service under conditions other than dishonorable, and United States veterans with "wartime" service, who need hospital care for nonservice-connected disabilities.

TITLE IV

OTHER PROVISIONS

ARTICLE 5. It is agreed between the two Governments that the determination of legal eligibility and medical need for hospitalization and medical treatment of Commonwealth Army veterans and the New Philippine Scouts as well as their need for nursing home care, rests exclusively with the Ministry of National Defense; and

That the Republic of the Philippines will assume full financial responsibility for such hospitalization and medical treatment of Commonwealth Army veterans and New Philippine Scout veterans.

ARTICLE 6. The Minister of National Defense of the Republic of the Philippines will, with the concurrence of the Administrator of Veterans Affairs of the United States, cause such printed forms of applications for hospitalization, nursing home care, and outpatient treatment, forms of physical examination reports, forms for billing for services rendered and such other forms and notices as may be necessary and incident to the efficient execution of this program to be prepared, and such approved forms will be used whenever applicable to the general operations of such program.

ARTICLE 7. The Minister of National Defense of the Philippines shall furnish to the Administrator of Veterans Affairs of the United States, upon his request, or the request

of any officer duly designated by him for such purpose, full and complete cost accounting information, copies of medical examination and treatment reports and any other information deemed by him to be necessary and incident to the proper application of the terms of this Agreement.

ARTICLE 8. The United States of America, through such qualified persons as the Administrator of Veterans Affairs of the United States may designate, shall have the right to inspect any hospital in which veterans are being hospitalized or any nursing home care facility in which veterans are being provided nursing home care under the terms of this Agreement, to inspect and audit its books and all accounts as are incident to the proper determination of cost of the reimbursement, on a per diem basis, for such hospitalization or nursing home care and to determine whether the hospital and nursing home care facilities, procedures, techniques, and standards, as well as the quality of subsistence furnished, are adequate and proportionate to the charges being made therefor.

ARTICLE 9. Appropriations for grants to the Veterans Memorial Medical Center to assist the Republic of the Philippines in the replacement and upgrading of equipment and in rehabilitating the physical plant and facilities of such hospital, if unobligated, will revert to the United States Treasury at the end of each fiscal year, unless otherwise authorized by applicable appropriation statute.

ARTICLE 10. It is agreed between the two Governments

that if the conditions and terms of the Agreement are not being met, the Minister of National Defense of the Philippines and the Administrator of Veterans Affairs of the United States or his designee shall enter into immediate consultation with a view to compliance with said terms and conditions. The initiation of such consultations by either Government shall not limit or qualify the duty and obligation of the Administrator of Veterans Affairs of the United States to withhold or suspend payments when in his judgment such payments would not be in accordance with the terms of this Agreement.

ARTICLE 11. It is agreed between the two Governments that the program under this Agreement, including the contract referred to in Article I, shall be effective from the date specified in such contract.

ARTICLE 12. The Agreement entered into between the United States of America and the Republic of the Philippines on September 3, 1979[1] is deemed terminated on September 30, 1981 and the present Agreement shall be deemed to have come into effect on October 1, 1981 and shall remain in effect until terminated or until September 30, 1986 whichever is earlier. Such amendment or revocation may be accomplished by an exchange of notes between the two Governments and shall be effective immediately upon the exchange of notes.

ARTICLE 13. The Republic of the Philippines shall save harmless all officers and employees of the United States

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[1] TIAS 9669; 31 UST 5528.

Veterans Administration from damage suits or other civil and criminal actions arising out of the performance of their official duties.

ARTICLE 14. The Government of the Philippines agrees that the United States Veterans Administration will continue to discharge the responsibilities of the United States Government in the Philippines under this Agreement and the Government of the Philippines will consider the United States Veterans Administration and its personnel as part of the Diplomatic Mission of the United States of America for the purpose of enjoying privileges and immunities accorded to that Mission and its personnel of comparable rank.

ARTICLE 15. The authority of the United States to make grants and payments under this agreement is, for any fiscal year, subject to the appropriation of funds by the United States Congress.

IN WITNESS WHEREOF, the undersigned, duly authorized thereto, have signed this Agreement in duplicate, in the City of Manila, this 28th day of July 1982.

FOR THE UNITED STATES OF AMERICA

FOR THE REPUBLIC OF THE PHILIPPINES

[1] [2]

[1] Michael H. Armacost.
[2] Carlos P. Romulo.

GPO 1985 48-220 (12800)

10426

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10426

TOURISM

Memorandum of Understanding
Between the
UNITED STATES OF AMERICA
and the PEOPLE'S REPUBLIC OF CHINA

Signed at Beijing August 5, 1982

S9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89-497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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PEOPLE'S REPUBLIC OF CHINA

Tourism

Memorandum of understanding signed at Beijing August 5, 1982;
Entered into force August 5, 1982.

MEMORANDUM OF UNDERSTANDING BETWEEN THE DEPARTMENT OF COMMERCE OF THE UNITED STATES OF AMERICA AND THE GENERAL ADMINISTRATION FOR TRAVEL AND TOURISM OF CHINA ON THE DEVELOPMENT OF BILATERAL TOURISM RELATIONS

At the invitation of Han Kehua, Director General of the General Administration for Travel and Tourism of China, Peter McCoy, the Under Secretary for Travel and Tourism of the Department of Commerce of the United States of America, visited Beijing August 1-6, 1982. During his visit, the two parties held friendly discussions on the development of bilateral tourism relations in accordance with the principles laid down in the communique on the establishment of diplomatic relations between the United States of America and the People's Republic of China. The following is a summary of the discussions:

ESTABLISHMENT OF TRAVEL AND TOURISM OFFICES

Consistent with the principle of reciprocity the two parties agree to the establishment of offices by tour operators of each country in the territory of the other. The two parties note that the China International Travel Service headquarters has opened an office in New York. The Chinese side agrees that the two American tour operators who have applied to register offices in China may establish one office each in China. The two parties agree to consult as necessary concerning the opening of additional travel and tourism offices in the future.

The offices in each country shall be primarily engaged in liaison, negotiating, and advisory activities which may include:

1) Obtaining and furnishing necessary information on tourism;

2) Promoting and strengthening business contacts and cooperation between tour operators of the two countries;

3) Accompanying, with the permission of the host country tour operator, tour groups organized by its own company or, when necessary, another American company;

4) Working together with the host country tour operators to obtain and provide assistance whenever unexpected developments or emergency situations disrupt the normal operations of tours in the host country;

5) American travel and tourism offices in China may on behalf of their own companies negotiate and sign contracts with the headquarters of China International Travel Service. The China International Travel Service office in the United States may on behalf of its own organization negotiate and sign contracts with tour operators in the United States.

BILATERAL COMMITTEE ON TOURISM

The two parties agree to the establishment of a bilateral tourism commmittee to facilitate cooperation and exchanges in the field of tourism between the two countries and to promote friendly relations between the two peoples. Co-Chairmen of the committee on the American side shall be the Under Secretary for Travel and Tourism of the Department of Commerce of the United States of America, and on the Chinese side, the Director General of the General Administration for Travel and Tourism of China. The committee shall hold meetings as necessary in each country alternately. The meetings shall be presided over by the Co-Chairmen, or, by mutual agreement, representatives designated by them. The agenda of each meeting shall be determined by the two parties when the meeting is scheduled. Whenever necessary, the Co-Chairmen may invite other government or private sector organizations of their respective countries to participate in the meetings of the bilateral committee.

Under Secretary Peter McCoy expresses his appreciation for the friendly reception accorded by the Chinese side and extends an invitation to the Director General, Han Kehua, to visit the United States and to attend the first meeting of the bilateral tourism committee. Han Kehua, the Director General, accepts the invitation with pleasure and expresses his appreciation. The date of the visit is to be discussed and fixed by the two sides in the future.

This memorandum is done in duplicate in Beijing on August 5, 1982, in the English and Chinese languages, both texts being equally authentic.

Peter McCoy
Under Secretary
for Travel and Tourism
of the Department of Commerce
of the United States of America

Han Kehua
Director General
of the General Administration
for Travel and Tourism
of China

韩克华局长访问美国并参加双边旅游委员会第一次会晤。韩克华局长愉快地接受了邀请并表示感谢。访问的具体时间由双方另行商定。

本备忘录于一九八二年八月五日在北京签订，共两份，每份都用中文和英文写成，两种文本具有同等效力。

中国旅行游览事业管理总局
局　长

美利坚合众国商务部
主管旅游的副部长

2、促进和加强两国旅行社之间的业务联系和合作；

3、在征得对方旅行社的同意后陪同本旅行社或必要时陪同另一家美国旅行社组织的旅游团；

4、出现意外的紧急情况影响旅行团在驻在国的正常活动时，与驻在国旅行社合作，取得和提供帮助；

5、美国旅行社驻中国办事处可代表其公司同中国国际旅行社总社洽谈和签订合同，中国国际旅行社总社驻美国办事处可代表其旅行社与美国旅行社洽谈和签订合同。

双边旅游委员会

双方同意，为发展两国在旅游方面的合作与交流，促进两国人民之间的友好往来建立双边旅游委员会。委员会的联合主席中方为中国旅行游览事业管理总局局长，美方为商务部主管旅游的副部长。根据需要，委员会将不定期地轮流在两国举行会晤。会晤由双方主席主持，亦可经过双方同意由他们指派的代表主持。每次会晤议题届时由双方商定。当需要时双方主席可邀请各自政府其他部门或私人企业机构参加双边委员会的会晤。

彼得·麦科伊阁下对中方的友好接待表示感谢，邀请

中国旅行游览事业管理总局和美利坚合众国商务部关于发展双边旅游关系的谅解备忘录

应中国旅行游览事业管理总局局长韩克华的邀请，美利坚合众国商务部主管旅游的副部长彼得·麦科伊于一九八二年八月一日至六日访问了北京。访问期间，双方就在中美两国建交公报的原则基础上发展双边旅游关系进行了友好商谈，并纪要如下：

旅游办事处的设立

本着对等的原则，双方同意一方的旅行社在另一方国内设立办事处。双方注意到中国国际旅行社总社已在纽约设立办事处，中方同意已申请在中国设立办事处的美国两家旅行社在中国各设立一个办事处。双方同意在必要时将就增设旅游办事处问题进行磋商。

办事处主要从事联络、谈判和咨询活动，这些活动可包括：

1、了解和提供必要的旅游情况；

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10427

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10427

AGRICULTURAL COMMODITIES

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Agreement Between the
UNITED STATES OF AMERICA
and EGYPT

Amending the Agreement of
March 20, 1979, as Amended

Effected by Exchange of Notes
Signed at Cairo May 24, 1982

59.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89-497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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EGYPT

Agricultural Commodities

Agreement amending the agreement of March 20, 1979, as amended.
Effected by exchange of notes
Signed at Cairo May 24, 1982;
Entered into force May 24, 1982.

The American Ambassador to the Egyptian Deputy Prime Minister for Economic and Financial Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA

Cairo, May 24, 1982

Excellencies:

I have the honor to refer to the PL 480 [1] Food for Development (Title III) Agreement signed between our two Governments on March 20, 1979, as amended,[2] and propose the Agreement be further amended as follows:

A. Part II - Particular Provisions:

1. Item I - Commodity Table - Insert the following under appropriate columns: "Wheat, 1982, 100,000, dollars 15.0" and on the following line entitled Total delete "285,000, dollars 45.0" and insert "385,000, dollars 60.0."

2. Under Item III - Usual Marketing Table - Under column entitled Import Period (U.S. Fiscal Year) delete "1981" and insert "1982."

3. Under Item IV - Export Limitations - Delete in sub-paragraph A, after ...U.S. Fiscal Year "1981" and insert "1982."

4. Under Item V - Self-Help Measures - Delete the existing self-help measures in their entirety and insert the following:

"a. The Government of the importing country agrees to undertake self-help measures to improve the production, storage, and

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[1] 68 Stat. 454; 7 U.S.C. § 1701 *et seq.*
[2] TIAS 9683, 10089; 31 UST; 5714; 33 UST.

distribution of agricultural commodities. The following self-help measures shall be implemented to contribute directly to development progress in poor rural areas and enable the poor to participate actively in increasing agricultural production through small farm agriculture.

"b. The Government of Egypt agrees to undertake and provide adequate financial, technical and managerial resources for the implementation of the activities listed by major grouping below:

"1. Agricultural Policy and Planning

"(a) Review pricing policies for agricultural inputs. This review should serve as the basis for implementing a rational system of input allocation and use.

"(b) Continue to review the subsidies on consumer prices for food items. This review should serve as a basis for implementing a subsidy policy that protects primarily the lower income groups.

"(c) Increase incentives for domestic food crop production. The

GOE will continue to rationalize input and consumer prices with a view toward establishing prices that will provide adequate incentive to producers. This process will include the continuation of procurement of wheat from farmers by the GOE. The GOE will conduct an analysis during FY 1982 to determine the need to initiate a similar program for corn. The procurement prices will be set with the objective of reducing the differences between the domestic and world prices of wheat. In assessing supply management, the Government will give procurement priority to the full utilization of domestically produced crops. Food imports will be distributed in a manner that will minimize the disincentive to domestic production.

"2. Agricultural Research and Extension. "Examine the organization and management of agricultural research as it relates to increased production through the extension process and to

strengthen Egyptian agricultural research efforts as noted in the Memorandum of Understanding signed November 1979. [1] The review will:

"(a) Identify constraints for effectively managing the agricultural research/extension/dissemination system;

"(b) Develop procedures which provide the necessary services, create incentives, and demonstrate research results effectively to individual farmers;

"(c) Identify which new technologies, beneficial to Egypt, are available internationally for potential adoption by Egypt's farmers;

"(d) Evaluate results from previous Egyptian agricultural research projects and disseminate those most likely to support increased small farmer productivity; and

"(e) Develop priorities for funding of applied research project activities.

"3. Water Conservation and On-Farm Management.

"Assess the structural and institu-

[1] Not printed.

tional options for promoting the conservation and better on-farm management of water, e.g. pricing water so that water constitutes an input cost.

"4. Land Investment and Operation and Maintenance.

"Continue an assessment of agricultural sector investment levels with particular focus on investment level targets for improvement of presently cultivated agricultural lands, including previously reclaimed land as well as projects for the development of new reclaimed lands.

"5. The GOE will take the following steps to permit private importers to import 400,000 MT of fertilizer:

"(a) Make foreign exchange available to them at the official exchange rate, and

"(b) Allocate local currency which permits sale of the fertilizer at one hundred and fifty (150) percent of full subsidy.

"6. Continue discussions of ways to improve the climate for U.S. private investment in Egyptian agribusiness sector."

B. Annex B.

Under Item VI Paragraph A Number 2, change "third" to "fourth."

Under Item VI Paragraph A Number 3, delete "third year will be completed by February 1, 1982" and insert "fourth year will be completed by February 1, 1983."

All other terms and conditions of the March 20, 1979 Title III Agreement as amended June 30, 1980, and June 28, 1981, remain the same.

I propose this Note and your reply, concurring therein constitute an Agreement between our two Governments to be effective on the date of your Note in reply.

Accept, Excellencies, the assurance of my highest consideration.

Alfred L. Atherton, Jr.

His Excellency
Mohamed Abdel Fattah Ibrahim
Deputy Prime Minister for
Economic and Financial Affairs
of the Arab Republic of Egypt
Cairo

His Excellency
Ahmed Ahmed Nouh
Minister of Supply and Home Trade
of the Arab Republic of Egypt
Cairo

His Excellency
Dr. Youssef Wally
Minister of State for Agriculture
and Food Security
of the Arab Republic of Egypt
Cairo

The Egyptian Deputy Prime Minister for Economic and Financial Affairs to the American Ambassador

ARAB REPUBLIC OF EGYPT

DEPUTY PRIME MINISTER
FOR ECONOMIC AND FINANCIAL AFFAIRS

Cairo, MAY, 24, 1982

His Excellency

Alfred L. Atherton
Ambassador of United States of America

Excellency:

I have the honor to acknowledge receipt of your Note of May 24, 1982, which reads as follows:

[For the text of the U.S. note, see pp. 2-7.]

I have the honor to inform your Excellency that the terms of the foregoing Note are acceptable to the Government of the Arab Republic of Egypt and that the Government of the Arab Republic of Egypt considers Your Excellency's Note and the present reply as constituting an Agreement between our two Governments on this subject to enter into force on the date of this reply.

Accept, Excellency, the assurance of my highest consideration.

M.A. FATAH IBRAHIM
Deputy Prime Minister
for Economic and Financial
Affairs

In Witness

Ahmed Ahmed Nouh
Minister of Supply and Home Trade

DR. Youssef Wally
Minister of State for Agriculture
and Food Security

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AGRICULTURAL COMMODITIES

Agreement Between the
UNITED STATES OF AMERICA
and SOMALIA

Signed at Mogadishu June 17, 1982

S9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89-497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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SOMALIA

Agricultural Commodities

Agreement signed at Mogadishu June 17, 1982;
Entered into force June 17, 1982.

READEX FICHE best copy available

AGREEMENT BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA
AND
THE GOVERNMENT OF THE SOMALIA DEMOCRATIC REPUBLIC
FOR SALES OF AGRICULTURE COMMODITIES

The Government of the United States of America and the Government of the Somalia Democratic Republic agree to the sale of agricultural commodities specified below. This agreement shall consist of the Preamble and Parts I and Part III of the March 20, 1979[1] Agreement, together with the following Part II.

Part II. Particular Provisions:

Item I. Commodity Table:

Commodity	Supply Period (U.S. FY)	Approximate Quantity (Metric Tons)	Export Market Value (Millions)
Wheat	1982	5,500	.9
Wheat Flour	1982	11.600	3.2
Rice	1982	21,000	6.3
Soybean/Cottonseed Oil	1982	6,500	4.1
TOTAL			14.5

Item II. Payment Terms: Convertible Local Currency Credit (CLCC)

A. Initial Payment - None

B. Currency Use Payment - Amount five (5) percent for Section 104(a) purposes

C. Number of Installment Payments - Thirty-one (31)

D. Amount of each Installment Payment - Approximately Equal Annual Amounts

[1] TIAS 9222; 30 UST 827.

E. Due Date of First Installment Payment - Ten (10) years after date of Last Delivery of Commodities in each Calendar Year.

F. Initial Interest Rate - Two (2) percent.

G. Continuing Interest Rate - Three (3) percent.

Item III. Usual Marketing Table:

Commodity	Import Period (U.S. FY)	Usual Marketing Requirements (Metric Tons)
Rice	1982	32,000
Wheat/Wheat Flour (Grain equivalent basis)	1982	24,000
Soybean/Cottonseed Oil	1982	6,800

Item IV. Export Limitations:

(A) The export limitations period shall be U.S. fiscal year 1982, or any subsequent U.S. fiscal year during which commodities financed under this Agreement are being imported or utilized.

(B) Commodities to Which Limitations Apply:

For the purposes of Part I, Article III (A) (4) of this Agreement, the commodities which may not be exported are: For Wheat/Wheat flour - wheat, wheat flour - rolled wheat, semolina, farina, bulgur, (or the same product under a different name); for soybean/cotton seed oil - all edible vegetable oils including sunflower oil, peanut oil, sesame oil, cottonseed oil, rapeseed oil, and any other edible oil bearing seeds from which edible oils are produced; and for rice - rice in the form of paddy, brown or milled.

Item V. Self-Help Measures:

(A) The Government of the Somali Democratic Republic agrees to undertake self-help measures to improve production through: expanding the irrigation system; biannual review of prices paid to farmers; improvement/expansion

of the extension service for both crops and livestock; upgrading of Agriculture Research, and development of an agriculture sector data system.

The Self-help measures set forth in V.B. below shall be implemented to contribute to agriculture/livestock development progress in poor rural areas, and to enable small farmers to more fully participate in increasing agriculture/livestock production.

(B) The Government of the Somali Democratic Republic agrees to undertake the following activities and, in doing so, to provide adequate financial, technical and managerial resources for their implementation:

1. Place high priority on the rehabilitation of existing irrigation schemes. As part of these efforts the GSDR will:
   (a) Rehabilitate certain irrigation systems in the Upper Shebelle area.
   (b) Turn over the operation and maintenance of wells to users or associations of users.
2. Review, at least biannually, farm gate prices of crops produced with the intent to assure that such prices more closely approximate export and import parities at realistic exchange rates.
3. Increase the availability of agricultural inputs at a reasonable cost level.
4. Review the management of public enterprises in the agriculture and agro-industrial sector in order to determine ways to improve efficiency in operations, and investment policy decisions; and where indicated by such reviews, phase out inefficient public enterprises in the agriculture sector.
5. Review policy measures in the agricultural sector in order to encourage foreign and domestic private investment in developing the sector.

6. Improve the effectiveness of agricultural research and extension services. As part of these efforts the GSDR will:
   (a) provide adequate material resources for present personnel assigned to research and extension work.
   (b) develop a long-term national strategy for expanding agricultural research.
   (c) Develop, and then demonstrate, extension procedures designed to fit Somalia's needs and resources.
7. Improve management of technical training programs in the agricultural sector and establish economic incentives to encourage the retention of technically qualified personnel in the sector.
8. Provide health and other social services to rural areas to improve farm population physical well-being and work environment.

Item VI. Economic Development Purposes for Which Proceeds Accruing to Importing Country Are to be Used

A. The commodities provided hereunder, or the proceeds accruing to the importing country from the sale of such commodities, will be used for the following projects/programs which directly benefit the needy people of the importing country.

1. The following self-help measures as set forth in Item V of the Agreement:
   (a) Implement manpower-management programs (i.e., training of extension, research and livestock services personnel).
   (b) Increase production of basic food crops through rehabilitation of existing irrigation systems; maintaining a realistic price structure for farm outputs and assuring the availability of farm inputs.

(c) Provide adequate financing and logistical support to rural primary health care and social service activities in rural areas.

(d) Provide adequate financing and management support to all personnel engaged on projects in food production and allied development activities.

2. The following specific projects and programs will be undertaken in support of the self-help measures:

(a) Establish, staff and operate an agricultural center in Burhakabah to support the extension service in the Gedo Region. Activate and staff additional demonstration centers in Luuq, Bardheere, Jamame, Abarian, and Kalabiad.

(b) Rehabilitate 15 Uars (water ponds/tanks) in the Bay Region located on main cattle routes.

(c) Renovate livestock holding and loading facilities at the Berbera port.

(d) Construct 20 wells and allied water distribution systems.

(e) Renovate existing irrigation water delivery systems specifically:

Lower Shebelli - Clearing silt from 82 kilometers (KMs) of canals. 16,400 hectares

Middle Shebelli - Repairing two major canals from flood damage, 4.5 and 8 KMs, respectively. 2,500 hectares

Afgoi - Repair of one major canal, 12 KMs of canal. 3,000 hectares.

(f) Continue sand dune stabilization program to control encroachment of dunes on farm lands; 2,500 hectares to be stabilized in 1982.

B. The project/programs identified under VI, A above will directly benefit the needy in the following ways:

1. The implementation of manpower training programs in the Agricultural/Livestock sector will greatly improve the management of project activities in Somalia's agricultural program which serves the country's small farmers and nomadic herders. This is especially true of extension activities which currently suffer from a lack of middle level managers. Direct and indirect beneficiaries of these improved services will comprise approximately 80 percent of the population.
2. Rehabilitation of the existing irrigation system will help increase food production on the 50,000 hectares of land which is under controlled irrigation in Somalia. The bulk of this land is farmed by small landholders. The maintenance of a realistic price structure will assure that small farmers' incomes will increase by providing a better return on their labor. The assured availability of farm inputs, e.g., fertilizer, seeds, pesticides, will contribute to increasing small farm income by providing the necessary components of production to fully exploit the productivity of land.
3. Improved health and other social services in rural areas will directly or indirectly contribute to providing a favorable environment for 80 percent of Somalia's population who are engaged in Agricultural or livestock occupations. Such a favorable environment is conducive not only to social stability, but to maximizing the economic potential of rural areas.

4. Adequate financing and management support to food production personnel will assure that extension agents and others providing services to farmers and livestock herders have the logistical support to deliver their services to the rural needy.
5. The establishment and operation of an agricultural center at Burhakabah and the demonstration center in the Gedo Region will serve to provide technical knowledge to approximately 5,000 small farmers in the area.
6. The rehabilitation of 15 Uars (water ponds/tanks) will assure that adequate water is available for inter-regional movement of approximately 1.5 million head of cattle. These watering points will contribute to increasing the income of herdsmen by cutting back on livestock losses suffered in movement of cattle on their way to and from grazing areas.
7. The renovation of livestock holding and loading facilities at Berbera port, Somalia's major port of export for livestock, will increase livestock earnings by reducing losses of cattle in badly maintained holding areas. This will benefit animal herders by increasing the value of their livestock sales.
8. The construction of 20 wells and related water distribution systems will provide potable water for rural families and increased supplies for animals. These wells will not only contribute to improving health and sanitary conditions, but will improve the general quality of life of rural inhabitants.
9. The renovation of existing irrigation water delivery systems will benefit, in varying degrees, approximately 8,200 farm families in the Lower Shebelli area; approximately 1,250 families in the

Middle Shebelli area, approximately 1,200 farm families in the Afgoi area, and 1,500 farm families in the Upper Shebelli region by assuring a more reliable irrigation supply system.

10. By preventing encroachment of dunes on farm lands, the sand dune stabilization program benefits the nation as a whole, by assuring that productive farm land is not lost. It will also benefit the small holders in the target areas.

C. In addition to the report required by Part I, Article II F of this Agreement, the importing country agrees to report on the progress of the implementation of the projects/programs identified in Item VI (A) above. Such report shall be made by the importing country within six (6) months following the last delivery date of commodities in the first calendar year of the Agreement and every six (6) months thereafter until all the commodities provided hereunder, or the proceeds from their sale, have been used for the projects/programs specified in Item VI (A) above.

IN WITNESS WHEREOF, the respective representatives, duly authorized for the purpose, have signed the present Agreement, Done at Mogadishu in duplicate this 17 DAY OF JUNE, 1982.

FOR THE GOVERNMENT OF SOMALI DEMOCRATIC REPUBLIC

BY: [1]

TITLE: MINISTER OF FINANCE

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

BY: [2]

TITLE: U.S. AMBASSADOR

[SEAL]

[1] Abdullahi Ahmed Addou.
[2] Donald K. Petterson.

GPO 1985 48-224 (12800)

10438

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10430

NARCOTIC DRUGS

Additional Cooperative Arrangements to Curb Illegal Traffic

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Agreement Between the
UNITED STATES OF AMERICA
and MEXICO

Amending the Agreement of
June 2, 1977, as Amended
and Extended

Effected by Exchange of Letters
Signed at Mexico August 6, 1982

S 9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89-497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

For sale by the Superintendent of Documents, U.S. Government Printing Office
Washington, D.C. 20402

MEXICO

Narcotic Drugs: Additional Cooperative Arrangements to Curb Illegal Traffic

Agreement amending the agreement of June 2, 1977, as amended and extended.
Effected by exchange of letters
Signed at Mexico August 6, 1982;
Entered into force August 6, 1982.

The American Chargé d'Affaires ad interim to the Mexican Attorney General

EMBASSY OF THE
UNITED STATES OF AMERICA
MEXICO

August 6, 1982 OFFICE OF THE AMBASSADOR

His Excellency
Licenciado Oscar Flores
Attorney General of the Republic
E. C. Lazaro Cardenas No. 9
Mexico, D. F

Dear Mr. Attorney General:

In confirmation of recent conversations between officials of our two governments relating to the cooperation between Mexico and the United States to curb the illegal traffic in narcotics, I am pleased to advise you that the Government of the United States, represented by the Embassy of the United States of America, is willing to enter into additional cooperative arrangements with the Government of Mexico, represented by the Office of the Attorney General, to reduce such traffic.

The Government of the United States therefore agrees to amend the second paragraph of our Letter of Agreement dated June 2, 1977[1] to read, "In order to assist the Office of the Attorney General to attain self-sufficiency in aviation operations, maintenance, and supply support, the Government of the United States of America will provide, on an advance or reimbursable basis, as agreed to between representatives of our two governments, funds not to exceed the sum of U.S One Million Dollars (U.S. $1,000,000.00) toward the cost of a new seventeen month contract with a competitively-selected United States contractor to perform technical services as agreed upon between representatives of our two governments respecting advice, supervision, aircraft maintenance, logistics support and training. The funds provided herein are for a seventeen month contract, and the provision of further funds for additional period(s) may be provided subject to agreement of our two governments and availability of funds for this purpose. The money provided through this amendment, number 14 to our original Letter of Agreement dated June 2, 1977, is from funds made available under Project number 312801-0103, Appropriation number 19-1121022.2, Allotment number 3128, Obligation number

[1] TIAS 8952, 9251, 9637, 9695, 9749, 9933, 9963, 10249, 10285, 10310, 10336, 10360; 29 UST 2484; 30 UST 1285; 31 UST 4760, 5913; 32 UST; 33 UST.

239005 and increases the total dollar amount in this project from U.S. $31,051,235 to U.S. $32,051,235. It is further understood that the purpose of these funds is for opium poppy and marijuana eradication and narcotics interdiction."

It is understood that the provisions of all previous agreements between the Government of the United States and the Government of Mexico in relation to the narcotics control effort of the Government of Mexico remain in full force and effect and applicable to this agreement unless otherwise expressly modified herein.

If the foregoing is acceptable to the Government of Mexico, this letter and your reply will constitute an agreement between our two governments.

I take this opportunity to reiterate to you the assurance of my highest consideration and personal esteem.

A. Perry Shankle
Chargé d'Affaires, a.i.

The Mexican Attorney General to the American Chargé d'Affaires ad interim

FORMA C.G.-1 A

PROCURADURIA GENERAL DE LA REPUBLICA

México, D.F., agosto 6 de 1982.

EXCELENTISIMO SEÑOR
A. PERRY SHANKLE,
ENCARGADO DE NEGOCIOS, A.I.,
EMBAJADA DE LOS ESTADOS UNIDOS
DE AMERICA,
Presente.

Me es grato dar respuesta a su atenta comunicación fechada el 6 de los corrientes, cuyo texto traducido al español es el siguiente:

" Confirmando recientes conversaciones entre funcionarios de nuestros dos Gobiernos, relativas a la cooperación entre México y los Estados Unidos para frenar el tráfico ilegal de estupefacientes, me complace comunicarle que el Gobierno de los Estados Unidos, representado por la Embajada de los Estados Unidos de América, está dispuesto a concertar con el Gobierno de México, representado por la Procuraduría General de la República, arreglos cooperativos adicionales para reducir dicho tráfico.

El Gobierno de los Estados Unidos por lo tanto, está de acuerdo en enmendar el segundo párrafo de nuestra carta de fecha 2 de junio de 1977, en la forma siguiente, " Con el fin de colaborar con la Procuraduría General de la República para lograr autosuficiencia en operaciones de aviación, mantenimiento y apoyo de abastecimiento, el Gobierno de los Estados Unidos proporcionará un adelanto o un reembolso mutuamente acordado entre los representantes de nuestros dos Gobiernos, fondos que no excedan el monto de Un Millón de Dólares (U.S. $ 1,000,000.00) como parte del costo de un nuevo contrato por diecisiete meses con un contratista de los Estados Unidos competitivamente seleccionado para realizar servicios técnicos acordados entre representantes de nuestros dos Gobiernos en relación a asesoramiento, supervisión, mantenimiento de máquinas de vuelo, apoyo logístico, y entrenamiento. Los fondos proporcionados son para

TOA

un contrato de diecisiete meses y el suministro de fondos adicionales por otros períodos serán sujetos a un acuerdo entre nuestros dos Gobiernos y la disponibilidad de recursos para este propósito. Los fondos de esta enmienda No. 14 a nuestro convenio original fechado junio 2, 1977, son proporcionados para el Proyecto 312801-0103, Asignación No. 19-1121022.2, Cuenta No. 3128, Obligación No. 239005, y aumentan el monto total en este proyecto de Dólares 31,051,235 a Dólares 32,051,235. Además, se tiene por entendido que el propósito de estos fondos es para la destrucción de amapola de opio y marihuana y la interceptación de estupefacientes."

Se tiene por entendido que todas las disposiciones restantes de todos los acuerdos previos entre el Gobierno de los Estados Unidos y el Gobierno de México en relación a los esfuerzos del Gobierno de México para frenar el tráfico ilegal de estupefacientes permanecen en pleno vigor y efecto y son aplicables a este Acuerdo a menos de que se modifique expresamente aquí.

Si lo antedicho es aceptable al Gobierno de México, esta carta y su contestación constituirán un acuerdo entre nuestros dos Gobiernos.

Aprovecho esta oportunidad para reiterar a usted las seguridades de mi más alta consideración y estima personal."

Deseo expresar a usted que el Gobierno de México está de acuerdo en los términos de la nota transcrita.

Aprovecho la ocasión para externar a su Excelencia la seguridad de mi más elevada consideración.

SUFRAGIO EFECTIVO. NO REELECCION
EL PROCURADOR GENERAL DE LA REPUBLICA

LIC. OSCAR FLORES.

TRANSLATION

United Mexican States
Office of the Attorney General
of the Republic

Mexico, D.F., August 6, 1982

Mr. Perry Shankle
Charge d'Affaires a.i.
Embassy of the United States of America
Mexico, D.F.

Sir:

I am pleased to reply to your communication of August 6, 1982, which, translated into Spanish, reads as follows:

[For the English language text, see pp. 2-3.]

I wish to inform you that the Government of Mexico concurs in the terms of the transcribed note.

I avail myself of this opportunity to renew to you the assurances of my highest consideration.

Oscar Flores

Oscar Flores
Attorney General of the Republic

GPO 1985 48-225 (12800)

10431

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10431

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ATOMIC ENERGY

Technical Information Exchange and Cooperation in Nuclear Safety Matters

Arrangement Between the
UNITED STATES OF AMERICA
and SWITZERLAND

Signed at Bethesda and Bern
July 20 and August 10, 1982

with

Patent Addendum

S9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89–497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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Washington, D.C. 20402

SWITZERLAND

Atomic Energy: Technical Information Exchange and Cooperation in Nuclear Safety Matters

Arrangement signed at Bethesda and Bern July 20 and August 10, 1982;
Entered into force August 10, 1982.
With patent addendum.

ARRANGEMENT
BETWEEN
THE UNITED STATES NUCLEAR REGULATORY COMMISSION
(U.S.N.R.C.)
AND
THE SWISS FEDERAL OFFICE OF ENERGY
(F.O.E.)
FOR THE EXCHANGE OF TECHNICAL INFORMATION
AND COOPERATION IN NUCLEAR SAFETY MATTERS

The United States Nuclear Regulatory Commission (hereinafter called the U.S.N.R.C.) and the Swiss Federal Office of Energy (hereinafter called the F.O.E.);

Having a mutual interest in a continuing exchange of information pertaining to regulatory matters and of standards required or recommended by their organizations for the regulation of safety and environmental impact of nuclear facilities;

Having similarly cooperated under the terms of a five-year Arrangement for the exchange of technical information in regulatory matters and cooperation in development of safety standards, originally signed on December 9, 1974,[1] between the United States Atomic Energy Commission and the Swiss Federal Office of Energy, but continued after January 19, 1975, as between the U.S.N.R.C. and the F.O.E., such Arrangement including provision for its extension as mutually agreed upon by the parties;

Having indicated their mutual desire to continue the cooperation established under the aforementioned Arrangement;

Have agreed as follows:

---

[1] TIAS 8342; 27 UST 2703.

I. SCOPE OF THE ARRANGEMENT

1. Technical Information Exchange

To the extent that the U.S.N.R.C. and the F.O.E. are permitted to do so under the laws and regulations of their respective countries, the parties agree to exchange the following types of technical information relating to the regulation of safety and environmental impact of designated nuclear energy facilities:

a. Topical reports concerning technical safety and environmental effects written by or for one of the parties as a basis for, or in support of, regulatory decisions and policies.

b. Documents relating to significant licensing actions and safety and environmental decisions affecting nuclear facilities.

c. Detailed documents describing the U.S.N.R.C. process for licensing and regulating certain U.S. facilities designated by the F.O.E. as similar to certain facilities being built or planned in Switzerland and equivalent documents on such Swiss facilities.

d. Information in the field of nuclear safety research that requires early attention in the interest of public safety, along with an indication of significant implications.

e. Reports on operating experience, such as reports on nuclear incidents, accidents and shutdowns, and compilations of historical reliability data on components and systems.

f. Regulatory procedures for the safety, safeguards, and environmental impact evaluation of nuclear facilities.

g. Early advice of important events, such as serious operating incidents and government-directed reactor shutdowns, that are of immediate interest to the parties.

h. Copies of regulatory standards required to be used, or proposed for use, by the regulatory organizations of the parties.

II. ADMINISTRATION

1. The exchange of information under this Arrangement will be accomplished through letters, reports, and other documents, and by visits and meetings arranged in advance. A meeting will be held annually, or at such other times as mutually agreed, to review the exchange of information, to recommend revisions to the provisions of the Arrangement, and to discuss topics within the scope of the exchange. The time, place, and agenda for such meetings shall be agreed upon in advance. Visits which take place under the Arrangement, including their schedules, shall have the prior approval of the administrators.

2. An administrator will be designated by each party to coordinate its participation in the overall exchange. The administrators shall be the recipients of all documents transmitted under the exchange, including copies of all letters unless otherwise agreed. Within the terms of the exchange, the administrators shall be responsible for developing the scope of the exchange, including agreement on the designation of the nuclear energy facilities subject to the exchange, and on specific documents and standards to be exchanged. One or more

technical coordinators may be appointed as direct contacts for specific disciplinary areas. These technical coordinators will assure that both administrators receive copies of all transmittals. These detailed arrangements are intended to assure, among other things, that a reasonably balanced exchange providing access to equivalent available information from both sides is achieved and maintained.

3. The administrators shall determine the number of copies to be provided of the documents exchanged. Each document will be accompanied by an abstract in English, 250 words or less, describing its scope and content.

4. The application or use of any information exchanged or transferred between the parties under this Arrangement shall be the responsibility of the receiving party, and the transmitting party does not warrant the suitability of such information for any particular use or application.

5. Recognizing that some information of the type covered in this Arrangement is not available within the agencies which are parties to this Arrangement, but is available from other agencies of the governments of the parties, each party will assist the other to the maximum extent possible by organizing visits and directing inquiries concerning such information to appropriate agencies of the government concerned. The foregoing shall not constitute a commitment of other agencies to furnish such information or to receive such visitors.

6. Nothing contained in this Arrangement shall require either party to take any action which would be inconsistent with its laws, regulations, and policy directives. No nuclear information relating to proliferation-sensitive technologies will be exchanged under this Arrangement. Should any conflict arise between the terms of this Arrangement and those laws, regulations, and policy directives, the parties agree to consult before any action is taken.

7. Information exchanged under this Arrangement shall be subject to the patent provisions in the Addendum of this document.

III. EXCHANGE AND USE OF INFORMATION

1. General

The parties support dissemination of information provided or exchanged under this Arrangement, as far as the safety of nuclear installations may be increased by such dissemination, subject both to the need to protect proprietary or other confidential or privileged information as may be exchanged hereunder, and to the provisions of the Patent Addendum.

2. Definitions (as used in Article III.)

a. The term "information" means nuclear energy-related regulatory, safety, safeguards, scientific, or technical data, including information on results or methods of research and development,

and any other knowledge intended to be provided or exchanged under this Arrangement.

b. The term "proprietary information" means information which contains trade secrets or commercial or financial information which is privileged or confidential.

c. The term "other confidential or privileged information" means information, other than "proprietary information," which is protected from public disclosure under the laws and regulations of the country providing the information and which has been transmitted and received in confidence.

3. Marking Procedures for Documentary Proprietary Information

A party receiving documentary proprietary information pursuant to this Arrangement shall respect the privileged nature thereof, provided such proprietary information is clearly marked with the following (or substantially similar) restrictive legend:

"This document contains proprietary information furnished in confidence under an Arrangement dated _____ between the United States Nuclear Regulatory Commission and the Swiss Federal Office of Energy and shall not be disseminated outside these organizations, their consultants, contractors, and licensees, and concerned departments and agencies of the Government of the United States and the Government of Switzerland without the prior approval of (name of submitting party). This notice shall be marked on any reproduction hereof, in whole or in part. These limitations shall automatically terminate when this information is disclosed by the owner without restriction."

4. Dissemination of Documentary Proprietary Information

a. Proprietary information received under this Arrangement may be freely disseminated by the receiving party without prior consent to persons within or employed by the receiving party, and to concerned Government departments and Government agencies in the country of the receiving party.

b. In addition, proprietary information may be disseminated without prior consent

(1) to prime or subcontractors or consultants of the receiving party located within the geographical limits of that party's nation, for use only within the scope of work of their contracts with the receiving party in work relating to the subject matter of the proprietary information; and

(2) to organizations permitted or licensed by the receiving party to construct or operate nuclear production or utilization facilities, or to use nuclear materials and radiation sources, provided that such proprietary information is used only within the terms of the permit or license; and

(3) to contractors of organizations identified in III.4.b.(2), above, for use only in work within the scope of the permit or license granted to such organizations,

Provided that any dissemination of proprietary information under (1), (2), and (3), above, shall be on an as-needed, case-by-case basis, and shall be pursuant to an agreement of confidentiality.

c. With the prior written consent of the party furnishing proprietary information under this Arrangement, the receiving party may disseminate such proprietary information more widely than otherwise permitted in subsections a. and b. The parties shall cooperate in developing procedures for requesting and obtaining approval for such wider dissemination, and each party will grant such approval to the extent permitted by its national policies, regulations, and laws.

5. Marking Procedures for Other Confidential or Privileged Information of a Documentary Nature

A party receiving under this Arrangement other confidential or privileged information shall respect its confidential nature, provided such information is clearly marked so as to indicate its confidential or privileged nature and is accompanied by a statement indicating

a. that the information is protected from public disclosure by the Government of the transmitting party; and

b. that the information is submitted under the condition that it be maintained in confidence.

6. Dissemination of Other Confidential or Privileged Information of a Documentary Nature

Other confidential or privileged information may be disseminated in the same manner as that set forth in paragraph III.4., Dissemination of Documentary Proprietary Information.

7. Non-Documentary Proprietary or Other Confidential or Privileged Information

Non-documentary proprietary or other confidential or privileged information provided in seminars and other meetings arranged under this Arrangement, or information arising from the attachments of staff, use of facilities, or joint projects, shall be treated by the parties according to the principles specified for documentary information in this Arrangement; provided, however, that the party communicating such proprietary or other confidential or privileged information has placed the recipient on notice as to the character of the information communicated.

8. Consultation

If, for any reason, one of the parties becomes aware that it will be, or may reasonably be expected to become, unable to meet the nondissemination provisions of this Arrangement, it shall immediately inform the other party. The parties shall thereafter consult to define an appropriate course of action.

9. Other

Nothing contained in this Arrangement shall preclude a party from using or disseminating information received without restriction by a party from sources outside of this Arrangement.

IV. FINAL PROVISIONS

1. This Arrangement shall enter into force upon signature and, subject to paragraph IV.2. of this Article, shall remain in force for five years unless extended for a further period of time by agreement of the parties.

2. Either party may withdraw from the present Arrangement after providing the other party written notice 90 days prior to its intended date of withdrawal.

Signed in Bethesda, Maryland on the 20th day of July 1982 and in [Bern], Switzerland on the 10th day of August 1982.

[1]
On Behalf of The Swiss Federal Office of Energy

[2]
On Behalf of the United States Nuclear Regulatory Commission

[1] Edward Kiener.
[2] William J. Dircks.

ADDENDUM

Patent Addendum for U.S.N.R.C. - F.O.E. Arrangement

1. Definitions

When used in this Addendum, unless the context otherwise indicates

i. The term "personnel" means: (a) the employees of a party to this Arrangement and (b) the employees of a contractor of a party to this Arrangement.

ii. The term "inventing party" means the party of this Arrangement whose personnel have made or conceived an invention or discovery during the course of or under the activities covered by the terms of this Arrangement.

2. Reporting and Allocation of Rights

i. Except as otherwise provided in paragraph ii. hereinafter, if an invention or discovery is made or conceived by the personnel of the inventing party during the course of or under the activities covered by the terms of this Arrangement, and if such invention was made or conceived as a direct result of information acquired by such personnel from the other party, then the inventing party:

(a) agrees to promptly disclose such invention or discovery to the other party;

(b) agrees to transfer and assign to the other party, all right, title, and interest in and to such invention or discovery in the country

of the other party subject to the reservation of a nonexclusive, irrevocable, royalty-free license to make, use, and sell such invention or discovery in such other country; and

(c) may retain the entire right, title, and interest in and to such invention or discovery in the country of the inventing party and in third countries but shall grant to the other party, upon request of the other party, a nonexclusive, irrevocable, royalty-free license to make, use, and sell such invention or discovery in such country of the inventing party and in such third countries.

ii. In the event an invention or discovery is made or conceived by the personnel of the inventing party during the course of or under the activities covered by the terms of this Arrangement and such invention was made or conceived while such personnel were assigned to the other party, the inventing party:

(a) agrees to promptly disclose such invention or discovery to the other party;

(b) may retain the entire right, title, and interest in and to such invention or discovery in the country of the inventing party;

(c) shall grant to the other party, upon request of the other party, a nonexclusive, irrevocable, royalty-free license to make, use, and sell such invention or discovery in the country of the inventing party; and

(d) agrees to transfer and assign to the other party all right, title, and interest in and to such invention or discovery in the country

of the other party and in third countries subject to the reservation of a nonexclusive, irrevocable, royalty-free license to make, use, and sell such invention or discovery in such other country and in such third countries.

iii. As employed in this Arrangement, a license to a party to make, use, and sell an invention or discovery shall include the right to have others make, use, and sell such invention or discovery on behalf of such licensed party.

3. Claims for Compensation

Each party agrees to waive, and does hereby waive, any and all claims against the other party for compensation, royalty, or award as regards any invention, discovery, patent application, or patent made or conceived in the course of or under this Arrangement, and agrees to release, and does hereby release, the other party with respect to any and all such claims, including any claims under the provisions of the United States Atomic Energy Act of 1954, as amended [1]

[1] 68 Stat. 919; 42 U.S.C. § 2011 *et seq.*

GPO 1985 48-226 (12800)

All issues available have
been filmed.
Unfortunately, any
scattered missing issues
are no longer available.

10434

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10434

AVIATION

Transport Services

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DEPOSITORY 376

Interim Agreement
Between the
UNITED STATES OF AMERICA
and JAPAN

Relating to the Agreement of
August 11, 1952, as Amended

Effected by Exchange of Letters
Signed at Washington September 7, 1982

with

Record of Consultations
Signed at Washington June 4, 1982

and

Memorandum of Understanding
Signed at Washington September 7, 1982

with

Exchange of Letters

S9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89–497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

For sale by the Superintendent of Documents, U.S. Government Printing Office
Washington, D.C. 20402

JAPAN

Aviation: Transport Services

Interim agreement relating to the agreement of August 11, 1952, as amended.
Effected by exchange of letters
Signed at Washington September 7, 1982;
Entered into force September 7, 1982.
With record of consultations
Signed at Washington June 4, 1982.
And memorandum of understanding
Signed at Washington September 7, 1982.
With exchange of letters.

READEX FICHE best copy available

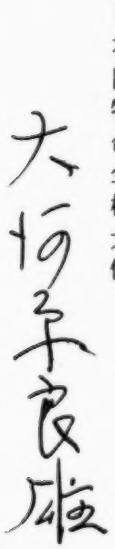
The Japanese Ambassador to the Deputy Secretary of Transportation, Department of Transportation

る時まで又は同日から、二国間の民間航空関係の全般的な見直しを行うこと及び協定の下での利益の総合的均衡を図ることを目的として千九百八十三年末までに再開される交渉が終了する時までのいずれか長い期間効力を有することを提案いたします。

敬具

千九百八十二年九月七日にワシントンで

日本国特命全権大使



アメリカ合衆国運輸省副長官

ダレル・M・トレント　殿

拝啓

本使は、千九百五十二年八月十一日に東京で署名された日本国とアメリカ合衆国との間の民間航空運送協定（修正を含む。）（以下「協定」という。）に関する最近の協議及びこの書簡に添付されている千九百八十二年六月四日にワシントンで署名された協議記録に関し、日本国政府及びアメリカ合衆国政府が協定に関連する事項について協議記録の規定を実施すること及びこれに従い路線について協定の付表が暫定的に修正されることを日本国政府に代わつて提案いたします。

本使は、更に、前記の提案が貴国政府にとつて受諾し得るものであるときは、この書簡及び受諾を表明する貴官の返簡が両国政府間の暫定取極を構成すること並びにこの暫定取極が貴官の返簡の日付の日に効力を生じ、かつ、同日から三年を経過す

TRANSLATION

Washington, September 7, 1982

Dear Mr. Trent,

With reference to the recent consultations on the Civil Air Transport Agreement between Japan and the United States of America signed at Tokyo, August 11, 1952, as amended [1] (hereinafter referred to as the "Agreement"), and to the Record of Consultations signed at Washington, June 4, 1982, appended hereto, I have the pleasure to propose on behalf of my Government that, with respect to the matters relating to the Agreement, the Government of Japan and the Government of the United States of America shall implement the provisions of the Record of Consultations and that, with respect to routes, the Schedule to the Agreement be thereby provisionally modified accordingly.

I have further the pleasure to propose that if the foregoing proposal is acceptable to your Government, this letter and your letter in reply indicating such acceptance shall constitute an Interim Agreement between our two Governments, which will enter into force on the date of your reply and remain in effect for a period of three years or until the date when the negotiations to be reconvened by the end of 1983 in order to review the bilateral civil aviation relations comprehensively and to arrive at an overall balance of benefits under the Agreement are concluded, whichever period is longer.

Sincerely,

Yoshio Okawara

Yoshio Okawara
Ambassador Extraordinary and
Plenipotentiary of Japan

The Honourable Darrell M. Trent
Deputy Secretary of Transportation
U.S. Department of Transportation
Washington, D.C.

[1] TIAS 2854, 4158, 5939, 6787, 7333, 8882; 4 UST 1948; 10 UST 1; 16 UST 2029; 20 UST 3086; 23 UST 677; 29 UST 1375.

The Deputy Secretary of Transportation, Department of Transportation, to the Japanese Ambassador

THE DEPUTY SECRETARY OF TRANSPORTATION
WASHINGTON, D.C. 20590

September 7, 1982

His Excellency Yoshio Okawara
Ambassador Extraordinary and
Plenipotentiary of Japan
Embassy of Japan
Washington, D.C.

Excellency,

I have the pleasure to acknowledge receipt of your Excellency's letter of September 7, 1982, which reads as follows:

"Dear Mr. Trent:

"With reference to the recent consultations on the Civil Air Transport Agreement between Japan and the United States of America signed at Tokyo, August 11, 1952, as amended (hereinafter referred to as the "Agreement"), and to the Record of Consultations signed at Washington, June 4, 1982, appended hereto, I have the pleasure to propose on behalf of my Government that, with respect to the matters relating to the Agreement, the Government of Japan and the Government of the United States of America shall implement the provisions of the Record of Consultations and that, with respect to routes, the Schedule to the Agreement be thereby provisionally modified accordingly.

"I have further the pleasure to propose that if the foregoing proposal is acceptable to your Government, this letter and your letter in reply indicating such acceptance shall constitute an Interim Agreement between our two Governments, which will enter into force on the date of your reply and remain in effect for a period of three years or until the date when the negotiations to be reconvened by the end of 1983 in order to review the bilateral civil aviation relations comprehensively and to arrive at an overall balance of benefits under the Agreement are concluded, whichever period is longer.

"Sincerely,

"Yoshio Okawara
"Ambassador Extraordinary
and Plenipotentiary of Japan"

In reply, I have the pleasure to confirm that the proposal set forth in your letter is acceptable to the Government of the United States of America. My Government further agrees that your letter, together with this reply, shall constitute an Interim Agreement between our two Governments, which will enter into force on the date of this reply and remain in effect for a period of three years or until the date when the negotiations to be reconvened by the end of 1983 in order to review the bilateral civil aviation relations comprehensively and to arrive at an overall balance of benefits under the Agreement are concluded, whichever period is longer.

Sincerely,

Darrell M. Trent

Darrell M. Trent
Deputy Secretary
of Transportation

Record of Consultations

With respect to the outstanding issues between Japan and the United States of America concerning bilateral civil aviation relations, an interim agreement should be concluded comprising the following elements:

1. The Government of Japan and the Government of the United States of America should reconvene the negotiations by the end of 1983, in order to review the bilateral civil aviation relations comprehensively and to arrive at an overall balance of benefits under the Civil Air Transport Agreement signed at Tokyo, August 11, 1952, as amended.

2. The Government of Japan and the Government of the United States of America have agreed on the following provisional measures:

(a) Implementation of the measures and extension of the duration of the measures recorded in the Memorandum of Consultations dated September 20, 1980,[1] modified as follows:

For the United States of America, effective April 1, 1983:

Continental/Air Micronesia will be permitted to operate seven round trip flights per week on the basis of narrow body aircraft on a route between Saipan and Nagoya.

For Japan:

On a date to be agreed upon later by the two governments, a Japanese designated airline will be permitted to operate scheduled all-cargo services on a route between Tokyo and Chicago at the level of two round trip flights per week on the basis of narrow body aircraft.

[1] TIAS 9861; 32 UST.

(b) Other elements

Effective April 1, 1983:

For the United States of America:

A U.S. designated airline not currently operating between the U.S. and Japan will be permitted to operate seven round trip combination flights per week on a route between Seattle/Portland and Tokyo.

For Japan:

A Japanese designated airline will be permitted to operate five round trip combination flights per week on a route between Tokyo and Seattle/Chicago.

Effective April 1, 1984:

A Japanese designated airline will be permitted to operate two round trip combination flights per week on a route between Tokyo-Los Angeles-Sao Paulo/Rio de Janeiro with full traffic rights.

This does not affect in any way the right that Japan has with regard to the beyond sector from Los Angeles under the present schedule to the Agreement; nor does this Record of Consultations in any way affect the rights which the U.S. has with regard to the beyond sectors from Japan.

For Both Countries - Effective upon Signature of the Interim Agreement:

(c) 300 one-way charter flights per year for the airlines of each country will be permitted to be operated in accordance with country of origin rules.

(d) These provisional measures mentioned in paragraphs (a), (b), and (c) should be maintained for three years after the date of entry into force of the interim agreement, or until the negotiations mentioned in paragraph 1 above are concluded, whichever is later.

Yoshio Hatano
Envoy Extraordinary and
Minister Plenipotentiary
Embassy of Japan

Darrell M. Trent
Deputy Secretary
United States Department of
Transportation

Washington, D.C.
June 4, 1982

MEMORANDUM OF UNDERSTANDING

With respect to the Record of Consultations signed June 4, 1982, representatives of the Government of the United States of America and the Government of Japan agreed to record that the charter provision of the Record of Consultations, together with other relevant provisions of the Record of Consultations, shall be implemented effective September 7, 1982. Such charter operations will be permitted to commence on October 1, 1982.

For the Government of the United States of America:

Darrell M. Trent
Deputy Secretary of Transportation

For the Government of Japan:

Yoshio Okawara
Ambassador Extraordinary and Plenipotentiary of Japan

Washington, D.C.
September 7, 1982

[EXCHANGE OF LETTERS]

THE DEPUTY SECRETARY OF TRANSPORTATION
WASHINGTON, D.C. 20590

September 7, 1982

His Excellency Yoshio Okawara
Ambassador Extraordinary and
Plenipotentiary of Japan
Embassy of Japan
Washington, D.C.

Excellency,

It is the understanding of the Government of the United States of America that, with respect to the Memorandum of Understanding dated September 7, 1982, its aeronautical authorities retain the sole discretion to allocate among United States airlines 300 one-way charter flights per year to be operated by such airlines.

I should be grateful for your confirmation that this is also the understanding of the Government of Japan.

Sincerely

Darrell M. Trent
Deputy Secretary
of Transportation

Washington, September 7, 1982

Dear Mr. Trent:

This is to confirm that it is the understanding of the Government of Japan, that with respect to the Memorandum of Understanding dated September 7, 1982, the aeronautical authorities of the United States of America retain the sole discretion to allocate among United States airlines 300 one-way charter flights per year to be operated by such airlines.

Sincerely,

Yoshio Okawara
Ambassador Extraordinary and
Plenipotentiary of Japan

The Honourable Darrell M. Trent
Deputy Secretary of Transportation
U.S. Department of Transportation
Washington, D.C.

GPO: 1985 48-229(12800)

10435

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10435

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DOUBLE TAXATION

Ships and Aircraft

Agreement Between the
UNITED STATES OF AMERICA
and LIBERIA

Effected by Exchange of Notes
Dated at Monrovia July 1 and August 11, 1982

S9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89-497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

For sale by the Superintendent of Documents, U.S. Government Printing Office
Washington, D.C. 20402

LIBERIA

Double Taxation: Ships and Aircraft

Agreement effected by exchange of notes
Dated at Monrovia July 1 and August 11, 1982:
Entered into force August 11, 1982.

The American Embassy to the Liberian Ministry of Foreign Affairs

No. 339

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of the Republic of Liberia and has the honor to refer to recent conversations between representatives of the Government of the United States of America and representatives of the Government of Liberia relating to the possibility of concluding an agreement confirming that the two governments grant, on a reciprocal basis, relief from double taxation on earnings derived from the operation of ships (and aircraft). The Government of the United States agrees as follows:

The Government of the United States of America, in accordance with Sections 872 (B) and 883 (A) of the Internal Revenue Code of 1954,[1] on the basis of equivalent exemptions granted by the Government of Liberia to citizens of the United States of America and to corporations organized in the United States of America, excludes from gross income and exempts from income tax all earnings derived from the operation of a ship or ships documented (or of aircraft registered) under the laws of Liberia. Earnings from the operation of ships (or aircraft) include profits from the rental on a bareboat basis of ships (or aircraft), and profits from the rental of containers and related equipment used in international transport, if in each case, such rental income is incidental to other income from the operation of ships (or aircraft).

The Government of the United States of America will consider this note, together with the Ministry's note of reply confirming that the Government of Liberia agrees to the terms corresponding to those outlined above, as constituting the agreement between the two governments.

---

[1] 68A Stat. 3; 26 U.S.C. §§ 1–8023.

The Embassy of the United States of America takes this opportunity to renew to the Ministry of Foreign Affairs of the Republic of Liberia the assurances of its highest consideration

EMBASSY OF THE UNITED STATES OF AMERICA
Monrovia, July 1, 1982

The Liberian Ministry of Foreign Affairs to the American Embassy

MINISTRY OF FOREIGN AFFAIRS
MONROVIA, LIBERIA

11134/2-5

The Ministry of Foreign Affairs of the Republic of Liberia presents its compliments to the Embassy of the United States of America and has the honour to acknowledge receipt of the latter's Note No. 339 of 1 July 1982, referring to the recent conversations between representatives of both Governments relating to the possibility of concluding an Agreement, on a reciprocal basis, on relief from double taxation on earnings derived from the operation of ships (and aircraft), which Note reads as follows:

> "The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of the Republic of Liberia and has the honour to refer to recent conversations between representatives of the Government of the United States of America and representatives of the Government of Liberia relating to the possibility of concluding an agreement confirming that the two governments grant, on a reciprocal basis, relief from double taxation on earnings derived from the operation of ships (and aircraft). The Government of the United States agrees as follows:
>
> "The Government of the United States of America, in accordance with Sections 872 (B) and 883 (A) of the Internal Revenue Code of 1954, on the basis of equivalent exemptions granted by the Government of Liberia to citizens of the United States of America and to corporations organized in the United States of America, excludes from gross income and exempts from income tax all earnings derived from the operation of a ship or ships documented (or of aircraft registered) under the laws of Liberia. Earnings from the operation of ships (or aircraft) include profits from the rental on a bareboat basis of ships (or aircraft), and profits from the rental of containers and related equipment used in international transport, if in each case, such rental income is incidental to other income from the operation of ships (or aircraft).
>
> "The Government of the United States of America will consider this note, together with the Ministry's Note of reply confirming that the Government of Liberia agrees to the terms corresponding to those outlined above, as constituting the agreement between the two Governments.
>
> "The Embassy of the United States of America takes this opportunity to renew to the Ministry of Foreign Affairs of the Republic of Liberia the assurances of its highest consideration."

The Ministry of Foreign Affairs is pleased to inform the Embassy of the United States of America that the Government of Liberia accepts the proposal, its terms and conditions as contained in the Embassy's Note quoted herein above, and understands that this Note in reply to the Embassy's Note shall constitute the conclusion of an Agreement between the two Governments which shall enter into force as of the date of the Ministry's Note.

The Ministry of Foreign Affairs of the Republic of Liberia takes this opportunity to renew to the Embassy of the United States of America the assurances of its highest consideration and esteem.

MINISTRY OF FOREIGN AFFAIRS
MONROVIA, L.

The Embassy of the United States
of America
Monrovia, LIBERIA

11 August 1982

GPO 1985 48-230 (12800)

10436

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10436

FIRE PROTECTION

Forest Fires

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Arrangement Between the
UNITED STATES OF AMERICA
and CANADA

Effected by Exchange of Notes
Signed at Ottawa May 4 and 7, 1982

S9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89–497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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Washington, D.C. 20402

CANADA

Fire Protection: Forest Fires

Arrangement effected by exchange of notes
Signed at Ottawa May 4 and 7, 1982;
Entered into force May 7, 1982.

The Canadian Secretary of State for External Affairs to the American Ambassador

The Secretary of State for External Affairs — Secrétaire d'État aux Affaires extérieures

Canada

OTTAWA, K1A 0G2

May 4, 1982

GNG-440

Excellency,

I have the honour to refer to recent discussions between officials of our two Governments on the question of the provision of mutual assistance in fighting forest fires.

I have the honour to propose the conclusion of an arrangement on this matter on the following lines:

(a) On the part of Canada the departments and/or agencies participating in this arrangement will be those listed in the Annex to this Note. On the part of the United States of America the participating departments will be the Department of Agriculture and the Department of the Interior of the United States acting for the following Federal Agencies: Forest Service, Bureau of Land Management, National Park Service, Bureau of Indian Affairs and the Fish and Wildlife Service.

(b) Participating departments and agencies in Canada or the United States are authorized to request and to receive forest fire fighting assistance from a participating department or agency in the other country.

(c) Requests for fire fighting assistance may be made by written communication or through rapid communication methods between the parties. If the request is made by other than written communication, it shall be confirmed in writing as soon as practical after the request. Written requests shall provide an itemization of services and/or facilities needed together with an undertaking to make reimbursement in accordance with paragraphs (g) and (h). Each such request should be signed by an authorized official as designated in paragraph (e) below.

H.E. Paul H. Robinson, Jr.
Ambassador of the United States of America
Ottawa, Canada

(d) The responsible Government of the requesting party shall reimburse the responsible Government of the aiding party in accordance with paragraphs (g) and (h). It is understood that reimbursement shall be made within one hundred and twenty days or four months after the receipt by the requesting party of an itemized statement of such costs.

(e) On the conclusion of this arrangement and by January 15 annually thereafter the participating departments and agencies will exchange with each other the names of officials designated to request and/or provide services under this arrangement. In accordance with the cooperative nature of this arrangement it shall be permissible and desirable for the parties to exchange recommendations and suggestions designed to render more effective operational procedures to be followed in requesting assistance and reimbursing expenses.

(f) Personnel and facilities of the aiding party made available to the requesting party shall at all times remain under the direct control and direction of the aiding party. The activities of the personnel and facilities of the aiding party should be coordinated by the requesting party with the activities of the personnel and facilities of the requesting party, in order to achieve the maximum possible effectiveness and efficiency.

(g) Any party rendering aid pursuant to this arrangement shall be reimbursed by the responsible Government of the party receiving such aid for the cost of any damage to, loss of or expense incurred in the operation of any facility answering a request for aid (except where such loss, damage or expense is the result of negligence on the part of the operator or from deliberate acts of misuse) and for the cost of all materials, transportation, wages, salaries, and maintenance of employees and equipment incurred in connection with such request.

(h) Any party rendering aid pursuant to this arrangement shall be reimbursed by the responsible Government of the party receiving such aid for the cost of payment of compensation and death benefits disbursed to injured employees and the dependents or representatives of deceased employees in the event such employees sustain injuries or are killed while rendering aid pursuant to this arrangement, provided that such payments are made in the same manner and on the same terms as if the injury or death were sustained in the regular course of employment.

(i) Participating Canadian and United States departments and agencies shall have the right to withdraw some or all of their personnel and/or facilities whenever they are needed for the maintenance of fire fighting at home. Notice of intention in this respect should be communicated to the requesting party.

(j) Nothing in this arrangement shall be construed as obligating the parties to make expenditures or enter into obligations, contractual or otherwise, for the payment of money in excess of appropriations authorized by law and allocated for forest fire fighting.

(k) Nothing in this arrangement shall be construed as affecting any existing cooperative forest fire fighting arrangements.

(l) Except for costs set forth in paragraphs (g) and (h) no party to this arrangement or its officers or employees shall be liable to any of the other parties thereto or to their officers or employees on account of any act or omission in consequence of performance or intended performance of this arrangement.

If the foregoing proposals are acceptable to the Government of the United States of America, I have the honour to propose that this Note, together with its Annex, which is authentic in English and French, and your Excellency's reply to that effect, shall constitute an arrangement between our two Governments on this matter which will enter into force on the date of your reply and shall remain in force until terminated by either Government on six month's notice in writing to the other.

Accept, Excellency, the renewed assurances of my highest consideration.

[1]

Secretary of State
for External Affairs

---

[1] Mark MacGuigan.

ANNEX

Government of Canada:

The Department of Indian Affairs and Northern Development (Northern Affairs Programme)

Department of the Environment (Canadian Forestry Service and Parks Canada)

Government of Alberta:

Department of Energy and Natural Resources
Alberta Forest Service

Government of British Columbia:

British Columbia Forest Service

Government of Manitoba:

Department of Natural Resources

Government of New Brunswick:

Department of Natural Resources

Government of Nova Scotia:

Department of Lands and Forests

Government of Ontario

Ministry of Natural Resources

Government of Saskatchewan:

Department of Tourism and Renewable Resources

French Text of the Canadian Note

The Secretary of State for External Affairs — Secrétaire d'État aux Affaires extérieures

Canada

OTTAWA, K1A 0G2

le 4 mai 1982

GNG-440

Monsieur l'Ambassadeur,

J'ai l'honneur de me référer aux discussions tenues récemment entre des représentants de nos deux gouvernements sur la question de la prestation d'une assistance mutuelle en matière de lutte contre les feux de fôret.

J'ai l'honneur de proposer à ce sujet la conclusion d'un arrangement selon les grandes lignes suivantes:

a) En ce qui concerne le Canada, les ministères ou organismes participant à cet arrangement seront ceux mentionnés dans l'Annexe de la présente. En ce qui concerne les États-Unis d'Amérique, les départements participants seront le département de l'Agriculture et le département de l'Intérieur des États-Unis agissant au nom des organismes fédéraux suivants: Forest Service, Bureau of Land Management, National Park Service, Bureau of Indian Affairs et Fish and Wildlife Service.

b) Les départements, ministères et organismes participants du Canada ou des États-Unis sont autorisés à demander et à recevoir d'un département, ministère ou organisme participant de l'autre pays une assistance pour combattre les feux de forêt.

c) De telles demandes peuvent être présentées sous forme de communication écrite ou par des moyens de communications rapides entre les parties. Si la demande est présentée sous une forme autre que la communication écrite, elle sera confirmée par écrit dès qu'il sera possible de le faire. Les demandes écrites spécifieront les services et/ou les installations nécessaires et comporteront un engagement de rembourser tous les coûts subis en conformité des paragraphes g) et h).

Chaque demande du genre devrait être signée par un représentant autorisé désigné selon le paragraphe e) ci-dessous.

S.E. Paul H. Robinson, dr.
Ambassadeur des États-Unis d'Amérique
Ottawa, Canada

d) Le gouvernment dont relève l'entité qui demande les services remboursera le gouvernement dont relève l'entité qui les fournit, conformément aux dispositions des paragraphes g) et h). Il est entendu que le remboursement sera effectué dans les cent vingt jours ou dans les quatre mois suivant réception, par la partie qui a demandé les services, d'un relevé détaillé de ces coûts.

e) Lors de la conclusion de cet arrangement, et au plus tard le 15 janvier de chaque année suivante, les départements, ministères et organismes participants s'échangeront les noms des représentants désignés pour demander et/ou fournir des services dans le cadre de cet arrangement. Étant donné la nature coopérative de cet arrangement, il sera permis et souhaitable que les parties s'échangent des recommendations et des suggestions visant à rendre plus efficaces les modalités opérationnelles à suivre pour la demande d'une assistance et le remboursement des frais.

f) Le personnel et les installations que la partie fournissant l'assistance aura mis à la disposition de la partie qui la demande resteront à tous moments sous la direction et le contrôle directs de la partie qui prête son assistance. Les activités du personnel et l'usage des installations de la partie qui fournit l'assistance et les activités du personnel et l'usage des installations de la partie qui la demande seront coordonnés entre eux par cette dernière afin d'en tirer le maximum de rendement et d'efficacité.

g) Toute partie qui fournira une assistance en vertu du présent arrangement sera remboursée, par le gouvernement dont relève la partie qui recevra cette aide, de toute perte ou de tout dommage subi ou de toute dépense encourue du fait de l'exploitation d'une installation fournie pour répondre à la demande d'aide (sauf lorsqu'une telle perte, un tel dommage ou une telle dépense est le résultat de la négligence de l'opérateur ou d'actes délibérés de mauvais usage) ainsi que du coût de tous les matériaux, du transport, des salaires et traitements de même que des frais d'entretien des employés et de l'équipement reliés à la prestation d'une telle aide.

h) Toute partie qui fournira une aide dans le cadre du présent arrangement sera remboursée, par le gouvernement dont relève la partie qui la reçoit, des indemnités et des prestations de décès consenties aux employés blessés et aux personnes à charge ou aux représentants d'employés décédés lorsque les blessures ou le décès desdits employés surviennent alors qu'ils prêtent leurs services dans le cadre de cet arrangement, à la condition que ces versements soient effectués de la même manière et aux mêmes conditions que si les blessures ou le décès étaient survenus dans le cours normal de leurs fonctions.

i) Les départements, ministères et organismes participants du Canada et des États-Unis auront le droit de retirer en tout ou en partie leur personnel et/ou leurs installations lorsqu'ils sont nécessaires pour le maintien de leurs propres services de protection contre les incendies. Un avis d'intention à cet effet devrait être communiqué à la partie qui a demandé les services.

j) Aucune disposition du présent arrangement ne sera interprétée comme obligeant les parties à effectuer des dépenses ou à assumer des obligations, contractuelles ou autres, pour le paiement de montants excédant les crédits statutaires consentis aux services de protection contre les feux de forêt.

k) Aucune disposition du présent arrangement ne sera interprétée à l'encontre d'un arrangement existant en matière de coopération pour la lutte contre les feux de forêt.

l) Sauf en ce qui a trait aux débours prévus aux paragraphes g) et h), aucune partie à cet arrangement, et aucun agent ou employé de cette partie, ne sera tenu(e) responsable à l'égard de quelque autre partie audit arrangement, ou de l'un de ses agents ou employés, pour un acte ou une omission découlant de l'exécution, ou d'une intention d'exécution, de cet arrangement.

Si ces dispositions agréent au gouvernement des États-Unis d'Amérique, j'ai l'honneur de proposer que cette Note et son Annexe, dont les versions française et anglaise font également foi, ainsi que la réponse de Votre Excellence à cet effet, constituent en la matière un arrangement entre nos deux gouvernements qui prendra effet à la date de votre réponse et restera valide jusqu'à ce que l'un ou l'autre gouvernement y mette fin moyennant préavis écrit de six mois à l'autre.

Je vous prie d'agréer, Monsieur l'Ambassadeur, les assurances renouvelées de ma très haute considération.

Le Secrétaire d'État
aux Affaires extérieures

ANNEXE

Gouvernement du Canada:

Ministère des Affaires indiennes et du Nord
(Programme des affaires du Nord)

Ministère de l'Environnement (Service canadien des forêts et Parcs Canada)

Gouvernement de l'Alberta:

Ministère de l'Énergie et des Ressources naturelles

Service des forêts de l'Alberta

Gouvernement de la Colombie-Britannique:

Service des forêts de la Colombie-Britannique

Gouvernement du Manitoba:

Ministère des Ressources naturelles

Gouvernement du Nouveau-Brunswick:

Ministère des Ressources naturelles

Gouvernement de la Nouvelle-Écosse:

Ministère des Terres et Forêts

Gouvernement de l'Ontario:

Ministère des Richesses naturelles

Gouvernement de la Saskatchewan:

Ministère du Tourisme et des Ressources renouvelables

The American Ambassador to the Canadian Secretary of State for External Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA

Ottawa, May 7, 1982

No. 127

Sir:

I have the honor to refer to your Note Number GNG-440 of May 4, 1982, concerning an arrangement on mutual assistance in fighting forest fires between the Government of the United States of America and the Government of Canada.

I have the honor to confirm that it is the desire of my Government to conclude this arrangement as set out in your note of May 4, 1982. Accordingly, I have the further honor to confirm that your note of May 4, 1982 and this reply shall constitute an arrangement to that effect between our two Governments in this matter which shall enter into force as of the date of this reply.

Accept, Sir, the renewed assurances of my highest consideration.

Richard J. Smith
Charge d'Affaires ad interim

The Honorable

Mark MacGuigan,

Secretary of State for External Affairs

Ottawa

TIAS 10436

GPO 1985 48-231 (12800)

0437

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10437

FINANCE

Consolidation and Rescheduling of Certain Debts

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Agreement Between the
UNITED STATES OF AMERICA
and SUDAN

Signed at Khartoum July 20, 1982

9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89-497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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Washington, D.C. 20402

SUDAN

Finance: Consolidation and Rescheduling of Certain Debts

Agreement signed at Khartoum July 20, 1982;
Entered into force August 23, 1982.

AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND THE DEMOCRATIC REPUBLIC OF SUDAN REGARDING THE CONSOLIDATION AND RESCHEDULING OF CERTAIN DEBTS OWED TO, GUARANTEED OR INSURED BY THE UNITED STATES GOVERNMENT AND ITS AGENCIES

The United States of America (The "United States") and the Democratic Republic of Sudan ("Sudan") agree as follows:

ARTICLE I

Application of the Agreement

1. In accordance with the recommendations contained in the Agreed Minute on the Consolidation of Sudan's Debts, signed at Paris on March 18, 1982 by representatives of certain nations, including the United States, and agreed to by the representative of Sudan, hereinafter referred to as the "Minute", and annexed hereto as Annex D, the United States and Sudan hereby agree to consolidate and reschedule certain Sudanese payments with respect to debts which are owed to, guaranteed by or insured by the United States Government or its appropriate agencies, as provided for in this Agreement.

2. This Agreement shall be implemented by separate agreements (the "Implementing Agreements"), between Sudan and the United States, with respect to PL-480[1] Agreements, and between Sudan and each of the following United States agencies: the Agency for International Development, the Export-Import Bank of the United States, the Commodity Credit Corporation, and the U.S. Department of Defense. The Department of Defense will include in its Implementing Agreements amounts which it will pay to the Federal Financing Bank pursuant to contracts of guaranty covering Contracts between the Federal Financing Bank and Sudan.

[1] 68 Stat. 454; 7 U.S.C. §1721 *et seq.*

ARTICLE II

Definitions

1. "Contracts" means those agreements or other financial arrangements, listed in Annex A, which have U.S. dollar denominated maturities in Arrears or originally falling due during the Consolidation Period and which relate to:

   (a) Commercial credits extended, guaranteed or insured by the United States or its Agencies, which credits had original maturities of more than one year and which were extended pursuant to an agreement concluded before July 1, 1981.

   (b) Loans from the United States or its Agencies which had original maturities of more than one year and which were extended pursuant to an agreement concluded before July 1, 1981.

2. "Debt" means the sum of principal and interest, including late charges, with respect to the Contracts falling due between July 1, 1981 and December 31, 1982, inclusive, and not yet paid, and payments of principal and interest, including late charges, with respect to such Contracts originally due and not paid as of June 30, 1981 other than payments due pursuant to the rescheduling agreement signed May 17, 1980.[1] It is understood that, for Debt which is guaranteed or insured by the Commodity Credit Corporation, or the Export-Import Bank as the case may be, this Agreement will apply only to that

[1] TIAS 9952; 32 UST.

portion of such payments of principal and interest which is covered by an assurance agreement or payment guarantee.

3. "Consolidated Debt" means ninety percent of the United States dollar amount of the Debt. "Non-consolidated Debt" means the remaining ten percent of the Debt.

4. "Consolidation period" means the period from July 1, 1981 through December 31, 1982.

5. "Interest" means interest on Debt due and payable in accordance with the terms of this Agreement and on any due and unpaid installments of Interest accruing thereon. Interest shall begin to accrue at the rate set forth in this Agreement on the respective due dates specified in each of the Contracts for each scheduled payment of Debt and shall continue to accrue on the outstanding balance of the Debt, including any due but unpaid installments of Debt, until such outstanding balances are repaid in full. Interest shall also begin to accrue at the rate set forth in this Agreement on due but unpaid installments of Interest, on the respective due dates for such Interest installments, as established by this Agreement, and shall continue to accrue until such amounts are repaid in full.

6. "Agency" means the United States Agency for International Development, the Export-Import Bank of the United States, the Commodity Credit Corporation, and the U.S. Department of Defense.

ARTICLE III

Terms and Conditions of Payment

1. Sudan agrees to repay the Consolidated Debt in United States dollars in accordance with the following terms and conditions:

(a) The Consolidated Debt, which amounts to approximately $40.3 million, shall be repaid in eleven equal and consecutive semi-annual installments of approximately $3.7 million, plus Interest. Principal payments are payable on each July 1 and January 1, commencing on July 1, 1987 with the final installment payable on July 1, 1992.

(b) The rate of Interest on Consolidated Debt and on any due but unpaid Interest thereon shall be 3.0 percent per calendar year on the outstanding balance of such payments due to the Agency for International Development, 3.0 percent per calendar year on the outstanding balance of such payments due to the United States with respect to PL-480 agreements, and 13.0 percent per calendar year on the outstanding balance of such payments due to or guaranteed by the Department

of Defense. For the Export-Import Bank of the United States, the rate of Interest on Consolidated Debt and on any due but unpaid Interest thereon shall be determined on a semi-annual basis and will be related to the marginal cost of money to the Bank and determined by the Bank prior to the beginning of each six month period. For Interest accruing from July 1, 1981 through January 3, 1982 the annual rate shall be 13.625 percent per annum and for Interest accruing from January 4, 1982 through June 30, 1982 the rate shall be 12.878 percent per annum. In each subsequent six month period, the Export-Import Bank of the United States shall notify Sudan of the appropriate rate prior to the beginning of such six month period. For the Commodity Credit Corporation the rate of Interest on Consolidated Debt and on any due but unpaid Interest thereon shall be determined on an annual basis and will be based on the appropriate rate which reflects the cost of borrowing by the Corporation. For Interest accruing in calendar year 1982 the rate shall be 14.5 percent per annum. For Interest accruing in 1983 and in subsequent years, the Commodity Credit Corporation shall notify Sudan

of the applicable rate no more than thirty days after the beginning of such year. All Interest with respect to the Consolidated Debt shall be payable semi-annually on January 1, and July 1 of each year commencing on January 1, 1981.

(c) A table summarizing the amounts of the Consolidated Debt owed to the United States and its Agencies is attached hereto as Annex B.

2. Sudan agrees to repay the Non-consolidated Debt in United States dollars in accordance with the following terms and conditions:

(a) The Non-consolidated Debt, which amounts to approximately $4.5 million, shall be repaid in annual installments of 2.5 percent of the Debt, which amounts to approximately $1.1 million, plus Interest, each to be made on December 31, 1982, and December 31, 1983. A final installment of 5.0 percent of the Debt, plus Interest, which amounts to approximately $2.2 million, plus Interest is to be paid on December 31, 1984.

(b) The rate of Interest on Non-consolidated Debt and on any due but unpaid Interest thereon shall be 3.0 percent per calendar year on the outstanding balance of such payments due to the Agency

for International Development, 3.0 percent per calendar year on the outstanding balance of such payments due to the United States with respect to PL-480 agreements, 13.0 percent per calendar year on the outstanding balance of such payments due to or guaranteed by the Department of Defense. For the Export-Import Bank of the United States and the Commodity Credit Corporation, the rates of Interest on Non-consolidated Debt and on any due but unpaid Interest thereon shall be determined in accordance with Article III, paragraph 1(b) of this Agreement. All Interest with respect to Non-consolidated Debt shall be payable semi-annually on January 1 and July 1 of each year commencing with January 1, 1983.

(c) A table summarizing the amounts of Non-consolidated Debt owed to the United States Government agencies is attached hereto as Annex C.

3. It is understood that adjustment may be made, as necessary, in the amounts of Consolidated and Non-consolidated Debt by the Implementing Agreements. In part, this may reflect disbursements on Debt during the Consolidation Period. It is further understood that in the event the terms and conditions of the PL-480 Title III Agreement signed December 22, 1979 are satisfied, an appropriate adjustment in the amounts of the Consolidated and Non-Consolidated Debt will be made.

ARTICLE IV

General Provisions

1. Sudan agrees to grant the United States, and to any other creditor which is party to a Contract, treatment and terms no less favorable than that which may be accorded to any other creditor country or its agencies for the rescheduling or refinancing of debts covered by the Minute.
2. Except as they may be modified by the subsequent Implementing Agreements, or other arrangements made pursuant to this Agreement, all terms of the Contracts remain unchanged.

ARTICLE V

Entry into Force

1. This Agreement shall enter into force upon receipt by Sudan of written notice from the United States Government that all necessary domestic legal requirements for entry into force of this Agreement have been fulfilled.[1]

Done at Khartoum, Sudan, in duplicate, this 20th day of July, 1982.

For the United States of America

C. William Kontos
Ambassador

For the Republic of Sudan

Ibrahim Moniem Mansour
Minister
Ministry of Finance and
Economic Planning

[1] Aug. 23, 1982.

Annex A

Contracts Subject to Rescheduling

Agency For International Development
Loan Numbers

650-H-003A
650-H-006
650-H-017

Export-Import Bank
Loan Numbers

4464
4780
4827
G-1-710 (BG-9509)
MT-10755 (MP-11289)
MT-10896 (MP-204)
MT 11210/52320
MT 11211

Department of Defense
Loan Numbers

791G dated May 23, 1979
801G dated September 3, 1980
811G dated February 19, 1981

PL-480 Agreements
Loan Agreements dated:

March 19, 1973
May 8, 1974
February 21, 1977
December 24, 1977
February 8, 1979
December 22, 1979
August 7, 1980
January 19, 1981

Commodity Credit Corporation
Loan Numbers

GSM-101-574	GSM-102-831
GSM-101-575	GSM-102-832
GSM-101-576	GSM-102-833
GSM-101-577	GSM-102-835
GSM-101-578	GSM-102-836
GSM-101-579	GSM-102-837
GSM-101-599	GSM-102-838
GSM-101-612	GSM-102-840
	GSM-102-860
	GSM-102-861

Annex B

Summary of Consolidated Debt*
(thousands of U.S. dollars)

Agency for International Development	205
Export-Import Bank	6,819
Department of Defense	8,881
PL-480 Agreements	2,216
Commodity Credit Corporation	22,181
TOTAL	40,302

*Data are rounded and subject to revision per Article III, paragraph 4. [Footnote in the original.]

Annex C

Summary of Non-consolidated Debt*
(thousands of U.S. dollars)

Agency for International Development	23
Export-Import Bank	757
Department of Defense	987
PL-480 Agreements	246
Commodity Credit Corporation	2,465
TOTAL	4,478

*Data are rounded and subject to revision per Article III, paragraph 4. [Footnote in the original.]

ANNEX D

AGREED MINUTE ON THE CONSOLIDATION OF THE DEBT OF THE DEMOCRATIC REPUBLIC OF THE SUDAN

I. PREAMBLE.

1. The Representatives of the Governments of Austria, Belgium, Canada, Denmark, France, the Federal Republic of Germany, Italy, Japan, The Netherlands, Norway, Switzerland, the United Kingdom, and the United States of America, hereinafter referred to as "Participating Creditor Countries" met in Paris on March 17 and 18,1982 with representatives of the Government of the Sudan in order to examine the request for alleviation of that Government's external debt service obligation. Observers of the Governments of Spain and Sweden as well as of the International Monetary Fund, the International Bank for Reconstruction and Development, the Secretariat of the U.N.C.T.A.D., the Commission of the European Communities,and the Organisation for Economic Cooperation and Development also attended the meeting.

2.The Delegation of the Sudan outlined the serious economic and financial difficulties faced by their country and the strong determination of their Government to meet the targets of the program underlying the stand-by arrangement with the International Monetary Fund.

3. The representatives of the International Monetary Fund described the economic situation of the Sudan and the major elements of the program of adjustment undertaken by the Government of the Sudan and supported by the stand-by arrangement with the International Monetary Fund approved by the Executive Board of the Fund on February 18, 1982. This arrangement, applying to the period ending December 31, 1982, involves specific commitments in both the economic and financial fields.

4. The representatives of the Governments of the participating creditor countries took note of the measures of adjustment set forth in the economic and financial program undertaken by the Government of the Sudan and stressed the importance they attach to the continuing and full implementation of this program, in particular the improvement of public finances and the reestablishment of internal and external confidence in the management of the economy.

II.RECOMMENDATIONS ON TERMS OF THE REORGANIZATION.

Mindful of the serious payments difficulties faced by the Government of the Sudan, the representatives of the participating creditor countries agreed to recommend to their Governments or appropriate institutions that they provide, through rescheduling or refinancing, debt relief on the following terms :

1. Debts concerned.

The debt service (the "debts") to which this reorganization will apply is that resulting from :

a) commercial credits guaranteed or insured by the Governments of the participating creditor countries or their appropriate institutions, having original maturities of more than one year, and which were extended pursuant to a contract or other financial arrangement concluded before July 1, 1981.

b) loans from Governments or appropriate institutions of the participating creditor countries, having original maturities of more than one year, which were contracted before July, 1 1981.

It is understood that debt service due as a result of previous consolidation is not affected by the present reorganization.

2. Terms of the consolidation.

The debt relief will apply as follows :

a) - 90 % of the principal and interest payments originally due and not paid as of June 30, 1981 on credits and government loans referred to in paragraph 1 above, and

- 90 % of the amounts in principal and interest due from July 1, 1981 up to December 31, 1982 inclusive, and not paid on loans and credits mentioned in paragraph 1 above, will be rescheduled or refinanced.

b) Repayment by the Government of the Sudan of the corresponding sums will be made in 11 equal and successive semi-annual payments, the first payment to be made on July 1, 1987 (end of the grace period) and the final payment to be made on July 1, 1992 (end of the repayment period).

c) The remaining 10 % of principal and interest will be paid according to the following schedule :

- 2,5% on December 31, 1982
- 2,5% on December 31, 1983
- 5,0% on December 31, 1984.

3. Rate of interest.

The rate and the conditions of interest to be paid in respect of these financial arrangements will be determined bilaterally between the Government of the Sudan and the Government or appropriate institutions of each participating creditor country.

Each creditor country is prepared to make its maximum effort to keep the rates of interest as low as possible taking into account the appropriate market rate and the legal and other modalities of each consolidation.

III. GENERAL RECOMMENDATIONS

1. In order to secure comparable treatment of public and private external creditors on their debts, the representatives of the Government of theSudan stated that their Government will seek to secure from its other external creditors, particularly commercial banks ,rescheduling, financing or refinancing arrangements on terms comparable to those set forth in this minute and in the agreed minute signed on November 13, 1979 for credits of comparable maturity, making sure to avoid inequity between different categories of creditors.

2. The Government of the Sudan will accord to each of the participating countries treatment no less favourable than that which it may accord to any other creditor country for the consolidation of debts of a comparable term.

3. The Government of the Sudan undertakes to negotiate promptly rescheduling or refinancing arrangements with all other creditor countries on debts of a comparable term.

4. The provisions set forth in this minute do not apply to countries with respect to which debts falling due during the reorganization period are less than SDR 500,000. The payments owed to these countries should be made on the original due dates. Payments already due and not paid should be made as soon as possible.

5. The participating creditor countries, noting that any previous creditor country reservations on this issue would be respected, agree to make available, upon the request of another participating creditor country, a copy of its bilateral agreement with the Government of the Sudan which implements this agreed minute. The Government of the Sudan acknowledges this arrangement.

6. Each of the participating creditor countries agrees to indicate to the Chairman of this creditor group the date of the signature of its bilateral agreement, the interest rates and the amounts of debts involved. The Government of the Sudan acknowledges this arrangement.

7. The Government of the Sudan will keep the Chairman of this creditor group informed of the content of its bilateral agreements with all creditors mentioned in paragraphs 1, 2 and 3 above.

8. The government of the Sudan undertakes to pay all debt service not paid and owed to or guaranteed by the Governments of the participating creditor countries or their appropriate institutions, and not covered by this minute as soon as possible.

IV. IMPLEMENTATION

The detailed arrangements for the rescheduling or refinancing of the debts will be determined by bilateral agreements to be concluded by the Government of each participating creditor country with the Government of the Sudan on the basis of the following principles :

1. The Government of each participating creditor country will :

- refinance debts by placing new funds at the disposal of the Government of the Sudan at the same time and for the above mentioned percentage of payments on the debts due under existing payment schedules during the reorganization period,

or

- reschedule the corresponding payments.

2. All other matters involving the rescheduling or the refinancing of the debts will be set forth in the bilateral agreements which the Government of the Sudan and the Governments of the participating creditor countries will seek to conclude with the least delay, and will spare no effort to reach satisfactory bilateral agreements by not later than September 30, 1982.

3. The provisions of the present agreement will apply under the condition that the Democratic Republic of Sudan continues to be authorised to make purchases under the arrangement from the Fund. For this purpose, the Government of Sudan agrees that the Fund informs the Chairman of this creditor group regarding the status of Sudan's relations with the Fund.

4. In response to the request of the representatives of the Government of the Democratic Republic of Sudan, the participating creditor countries agreed in principle to consider subsequently the matter of Sudan debt service payment falling due after December 31, 1982 provided :

- that the Sudan continues to have an arrangement with the International Monetary Fund involving use of the Fund's resources, subject to upper tranche conditionality.

- and that the Sudan has reached with banks and other creditors effective arrangements meeting the conditions described in the section III paragraph 1, 2 and 3 above.

5. The representatives of the Governments of each of the participating countries and of the Government of the Sudan agreed to recommend to their respective Governments or appropriate institutions that they initiate bilateral negociations at the earliest opportunity and conduct them on the basis of the principles set forth herein.

Done in Paris, this 18 th day of March 1982, in two versions, English and French both texts equally authentic.

The Chairman of the Paris Club

Delegation of Austria

Delegation of Belgium

Delegation of Canada

Delegation of Denmark

Delegation of France

Delegation of the Federal Republic of Germany

The Leader of the Sudan Delegation

Delegation of Italy

Delegation of Japan

Delegation of the Netherlands

Delegation of Norway

Delegation of Switzerland

Delegation of the United Kingdom

Delegation of the United States of America

GPO 1985 48-232(07800)

10438

EDUCATION

Financing of Exchange Programs

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Agreement Between the
UNITED STATES OF AMERICA
and PORTUGAL

Amending the Agreement of
March 19, 1960, as Amended

Effected by Exchange of Letters
Signed at Lisbon July 6, August 16
and September 3, 1982

9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89-497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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Washington, D.C. 20402

PORTUGAL

Education: Financing of Exchange Programs

Agreement amending the agreement of March 19, 1960, as amended.
Effected by exchange of letters
Signed at Lisbon July 6, August 16 and September 3, 1982;
Entered into force September 3, 1982.

The Portuguese Minister of Foreign Affairs to the American Chargé d' Affaires ad interim

MINISTÉRIO DOS NEGÓCIOS ESTRANGEIROS
Gabinete do Ministro

2698

Senhor Encarregado de Negócios

Com referência ao Acordo sobre intercâmbio Cultural entre os nossos dois países, assinado em 19 de Março de 1960, informo V.Exa. de que o Governo Português, no intuito de mais eficazmente atingir os fins mencionados no referido Acordo e, tendo em vista o interesse mútuo dos respectivos países, propõe que ao seu artigo 4 seja data a seguinte redacção:

"A gerência e direcção dos assuntos da comissão caberão a uma Junta de Directores constituída por oito membros (adiante designados por "Junta"), quatro dos quais deverão ser cidadãos dos Estados Unidos da América e os outros quatro cidadãos portugueses. Além destes, o funcionário superior encarregado da Missão Diplomática dos Estados Unidos da América em Portugal (adiante designado por "Chefe da Missão") será o Presidente Honorário da Junta; terá direito a voto de desempate em qual

quer votação da Junta e nomeará o Presidente da Junta. O Presidente da Junta, na sua qualidade de membro efectivo da mesma, terá direito a voto. Os cidadãos dos Estados Unidos da América membros da Junta, dos quais dois, pelo menos, deverão ser funcionários do Serviço Externo dos Estados Unidos, serão nomeados e exonerados pelo Chefe da Missão, e um deles exercerá as funções de Tesoureiro da Junta. Os membros portugueses deverão ser nomeados e exonerados pelo Governo português, que indicará, de entre eles, o Vice-Presidente da Junta, ao qual competirá substituir o Presidente nas suas faltas e impedimentos.

Os membros da Junta exercerão os seus cargos desde a data da respectiva nomeação até ao dia 31 de Dezembro seguinte e poderão ser novamente nomeados. As vagas resultantes de demissões, transferências de residência para fora de Portugal, expiração do tempo de serviço, etc., deverão ser preenchidas de acordo com o procedimento estabelecido neste Artigo.

Os membros da Junta não serão remunerados, mas a Junta poderá autorizar que lhes sejam pagas as despesas resultantes das respectivas reuniões ou do cumprimento de quaisquer outras funções oficiais de que a Junta os encarregue."

A alteração agora proposta consiste no aditamento do trecho sublinhado.

Se o Governo dos Estados Unidos da América concordar com o que antecede, esta Nota e a resposta de V.Exa. constituirão o acordo entre os dois Governos na matéria.

Queira aceitar, Senhor Encarregado de Negócios, os meus melhores cumprimentos.

Vasco Futscher Pereira
Ministro dos Negócios Estrangeiros

Senhor
Edward M. Rowell
Encarregado de Negócios a.i.
dos Estados Unidos da América em
LISBOA

TRANSLATION

Ministry of Foreign Affairs
Office of the Minister

No. 2608

[July 6, 1982]

Sir,

In reference to the agreement on cultural exchanges between our two countries, signed on March 19, 1960,[1] I have the honor to inform Your Excellency that the Portuguese Government, in order to facilitate the attainment of the objectives referred to in the aforementioned agreement, and bearing in mind the mutual interests of the respective countries, proposes that Article 4 of that agreement be amended to read as follows:

Quote:

The management and direction of the affairs of the Commission shall be vested in a Board of Directors consisting of eight members (hereinafter designated "the Board"), four of whom shall be citizens of the United States of America and four of whom shall be citizens of Portugal. In addition, the principal officer in charge of the Diplomatic Mission of the United States of America to Portugal (hereinafter designated "Chief of Mission") shall be Honorary Chairman of the Board. He shall cast the deciding vote in the event of a tie vote by the Board and shall appoint the Chairman of the Board. The Chairman as a regular member of the Board shall have the right to vote. The citizens of the United States of America on the Board, at least two of whom shall be officers of the United States

Edward M. Rowell,
Charge d'Affaires a.i.
of the United States of America,
Lisbon.

[1] TIAS 4444, 5536; 11 UST 268; 15 UST 171.

Foreign Service, shall be appointed and removed by the Chief of Mission, and one of them shall serve as Treasurer of the Board. The Portuguese members shall be appointed and removed by the Government of Portugal, which will designate, from among them, the Board's Vice-Chairman, who shall substitute for the President when he is absent or otherwise engaged.

The members shall serve from the time of their appointment until the following December 31 and shall be eligible for reappointment. Vacancies by reason of resignation, transfer of residence outside of Portugal, expiration of service, or otherwise, shall be filled in accordance with the appointment procedure set forth in this article.

The members shall serve without compensation but the Board may authorize the payment of the necessary expenses of the members in attending the meetings of the Board and in performing other official duties assigned by the Board.

Unquote.

The change proposed herein consists of adding the underlined section.

If the United States Government is in agreement with the foregoing, this note and Your Excellency's reply shall constitute our two governments' agreement on the matter.

Accept, Sir, the assurances of my high consideration.

Vasco Futscher Pereira

Vasco Futscher Pereira
Minister of Foreign Affairs

7

The American Chargé d' Affaires ad interim to the Portuguese Minister of Foreign Affairs

Lisbon, Portugal

August 16, 1962

Dear Mr. Minister:

I have the honor to acknowledge receipt of Your Excellency's letter N9 2608, in which a change was proposed in the text of Article 4 of the Agreement between the governments of Portugal and the United States of America concerning educational exchange programs, signed in Lisbon on March 19th, 1960.

I am pleased to inform your Excellency that the United States Government agrees to the change, and suggests that the official version of the additional text read in English as follows: "which will designate, from among them, the Board's Vice-Chairman, who shall substitute for the President when he is absent or otherwise engaged".

If the government of Portugal agrees with the foregoing proposal, this letter and Your Excellency's reply will constitute the two governments' agreement on the matter.

Please accept Mr. Minister my assurances of highest consideration.

Edward M. Rowell

Edward M. Rowell
Chargé d'Affaires,a.i.

His Excellency
Ambassador Vasco Futscher Pereira
Minister of Foreign Affairs
Lisbon

Clearance: Stephen M. Chaplin, PAO

The Portuguese Minister of Foreign Affairs to the American Chargé d' Affaires ad interim

MINISTÉRIO DOS NEGÓCIOS ESTRANGEIROS
Gabinete do Ministro

Lisboa, 3 de Setembro de 1982.

Senhor Encarregado de Negócios

Acuso a recepção da Nota de V.Exa., de 16 do corrente, informando ter o Governo dos Estados Unidos da América aceite a alteração do artigo 49. do Acordo sobre intercâmbio Cultural assinado em 19 de Março de 1960, tal como oportunamente proposta pela Parte Portuguesa.

Igualmente levo ao conhecimento de V.Exa. que a versão em língua inglesa da referida alteração, sugerida pela Parte Americana, merece também o nosso assentimento, pelo que podemos considerar assim concluído este processo de negociação que conduziu ao acordo entre os dois Governos na matéria em causa.

Queira aceitar, Senhor Encarregado de Negócios, os meus melhores cumprimentos./.

Vasco Futscher Pereira
Ministério Dos Negócios Estrangeiros,

Senhor
Edward M. Rowell
Encarregado de Negócios a.i.
dos Estados Unidos da América em
L I S B O A

TRANSLATION

Ministry of Foreign Affairs
Office of the Minister

Lisbon, September 3, 1982

Sir:

I have the honor to acknowledge receipt of Your Excellency's note of August 16, 1982, informing me that the United States government agrees to the change in Article 4 of the agreement concerning cultural exchanges signed on March 19, 1960, as duly proposed by the Portuguese party.

I also wish to inform Your Excellency that the English version of the change in question, which was suggested by the United States party, also merits our approval, so that we may consider as concluded the negotiation process which led to the two governments' agreement on the matter.

Accept, Sir, the assurances of my high consideration.

Vasco Futscher Pereira

Vasco Futscher Pereira
Minister of Foreign Affairs

Edward M. Rowell,
Charge d'Affaires a.i.
of the United States of America,
Lisbon.

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TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10440

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AVIATION

Transport Services

Agreements Between the
UNITED STATES OF AMERICA
and ARGENTINA

Amending the Agreement of
September 22, 1977

Effected by Exchange of Notes
Signed at Buenos Aires March 11, 1981

and

Exchange of Notes
Signed at Buenos Aires August 13, 1982

S9. 10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89-497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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ARGENTINA

Aviation: Transport Services

Agreements amending the agreement of September 22, 1977.
Effected by exchange of notes
Signed at Buenos Aires March 11, 1981;
Entered into force March 11, 1981.
And exchange of notes
Signed at Buenos Aires August 13, 1982;
Entered into force August 13, 1982.

The American Ambassador to the Argentine Minister of Foreign Affairs and Worship

EMBASSY OF THE
UNITED STATES OF AMERICA
BUENOS AIRES, *March 11, 1981*

No. 66

EXCELLENCY:

I have the honor to refer to the Agreement between the United States of America and the Republic of Argentina concerning air transport relations effected by the exchange of notes of September 22, 1977, and to the annexed Memorandum of Understanding.[1] In recent conversations between representatives of our two governments, it was agreed to eliminate the numerical restrictions set out in the first and second columns of Attachment C to the Memorandum of Understanding, thus leaving to the discretion of the carriers the composition of stipulated capacity with respect to aircraft types. It was further agreed that paragraph 1 of Route Schedule I of Attachment D should now read as follows: "Between the Republic of Argentina and the co-terminal points Miami and New York via the intermediate points Sao Paulo and Rio de Janeiro and beyond to Montreal." In addition, it was agreed that Rio de Janeiro be added to points authorized to be served by Braniff in paragraph 1 of Route Schedule II of Attachment D.

If the foregoing is acceptable to the Government of the Republic of Argentina, I have the honor to propose that this note and your reply to that effect shall constitute an amendment to the 1977 Agreement which shall enter into force on the date of your reply

[1] TIAS 8978; 29 UST 2795.

READEX FICHE best copy available

and which shall remain in force for the duration of the aforesaid Agreement.

Accept, Excellency, the renewed assurances of my most distinguished consideration.

Harry Shlaudeman

His Excellency
BRIGADIER MAYOR (R) CARLOS W. PASTOR,
Minister of Foreign Affairs and Worship,
Palacio San Martin,
Buenos Aires.

The Argentine Minister of Foreign Affairs and Worship to the American Ambassador

Ministro de Relaciones Exteriores y Culto

BUENOS AIRES, 11 de marzo de 1981.

SEÑOR EMBAJADOR:

Tengo el agrado de dirigirme a Vuestra Excelencia a fin de acusar recibo de su nota del día de la fecha, cuyo texto se transcribe a continuación:

"Tengo el honor de referirme al Acuerdo entre los "Estados Unidos de América y la República Argentina referente a "las relaciones en materia de transporte aéreo, concluído por in- "tercambio de notas del día 22 de septiembre de 1977, y al Acta "de Entendimiento anexa al mismo. En conversaciones recientes en- "tre representantes de nuestros Gobiernos, se acordó eliminar las "restricciones numéricas establecidas en la primera y segunda co- "lumnas del Anexo C del Acta de Entendimiento, dejando, por tanto, "a discreción de las líneas aéreas la composición de la capacidad "estipulada con respecto al tipo de aeronave. Se acordó asimismo "que el párrafo 1 del Plan de Rutas I del Anexo D deberá ahora le- "erse como sigue: "Entre la República Argentina y los puntos coter

A SU EXCELENCIA EL SEÑOR EMBAJADOR
EXTRAORDINARIO Y PLENIPOTENCIARIO DE LOS ESTADOS UNIDOS DE AMERICA
D. HARRY SHLAUDEMAN
BUENOS AIRES

"minales de Miami y Nueva York vía los puntos intermedios de San "Pablo y Río de Janeiro y, más allá, hasta Montreal". Además se "convino en que Río de Janeiro sea incorporada a los puntos auto "rizados para ser servidos por Braniff en el párrafo 1 del Plan "de Rutas II del Anexo D.

"Si lo expresado anteriormente es aceptable para "el Gobierno de la República Argentina, tengo el honor de propo "ner que esta nota y su contestación, a tal efecto, constituyan "una enmienda al Acuerdo de 1977, que entrará en vigor en la fe- "cha de su nota de respuesta y permanecerá en vigencia por el pe "ríodo de duración del Acuerdo mencionado".

Al manifestar la conformidad del Gobierno de la República Argentina con lo que precede, aprovecho la oportunidad para reiterar a Vuestra Excelencia las seguridades de mi más distinguida consideración.

TRANSLATION

Ministry of Foreign Relations and Worship

Buenos Aires, March 11, 1981

Mr. Ambassador:

I have the honor to acknowledge receipt of Your Excellency's note of today's date, which is transcribed below:

[For the English language text, see pp. 1-2.]

I wish to inform you that the foregoing is acceptable to the Government of Argentina, and I avail myself of this opportunity to renew to Your Excellency the assurances of my highest consideration.

Carlos W. Pastor

His Excellency
Harry Shlaudeman,
Ambassador Extraordinary and Plenipotentiary
of the United States of America,
Buenos Aires.

The American Ambassador to the Argentine National Director of Commercial Air Transport

EMBASSY OF THE
UNITED STATES OF AMERICA
BUENOS AIRES, ARGENTINA
August 13, 1982

COMMODORE (R) DIEGO A. KENNY
Acting Director
National Directorate of Commercial Air Transport
San Jose 317, 8th Floor
Buenos Aires

DEAR COMMODORE KENNY:

During the past several weeks, representatives of our two governments have had discussions concerning the appropriate level of capacity for air services between our two countries. As a result of those discussions, it was agreed that, not withstanding the frequency schedule contained in Attachment C of the Memorandum of Understanding of 1977, as amended, for a period of six months, the designated airlines of the United States will operate a total of ten weekly round-trip frequencies in accordance with the schedules that have been filed with you. During this same period, the designated airline of Argentina will also operate a total of ten weekly round-trip frequencies. It was further agreed that the designated airlines of the United States can add, from October 15, 1982, a new frequency with a narrow-body aircraft.

I would appreciate receiving your letter confirming these understandings and the acceptability of this arrangement for a period of six months that will commence on the date of your reply.

The United States also proposes that consultations on the level of service and on other issues of mutual concern be held in December 1982, or January 1983.

Sincerely,

HARRY W. SHLAUDEMAN

Harry W. Shlaudeman
Ambassador

The Argentine National Director of Commercial Air Transport to the American Ambassador

FUERZA AEREA ARGENTINA
DIRECCION NACIONAL DE TRANSPORTE
AERO COMERCIAL

BUENOS AIRES, 13 de agosto de 1982.

SEÑOR EMBAJADOR:

Tengo el agrado de dirigirme a usted con relación a su Nota del día 13 de agosto de 1982, que se refiere a los nuevos niveles de frecuencias de servicios aéreos entre la República Argentina y los Estados Unidos de América, y cuyo primer párrafo expresa: "During the past several weeks, representatives of our two governments have had discussions concerning the appropriate level of capacity for air services between our two countries".

Esta Dirección Nacional está de acuerdo con los términos de dicha Nota, y consecuentemente aprobará los horarios presentados por Pan American Airways y por Eastern Airlines.

Saluda a usted atentamente

FUERZA AEREA ARGENTINA — D. Nac. T. A. Comercial — COMANDO EN JEFE

Comodoro (R.) DIEGO A. KENNY
DIRECTOR NACIONAL DE TRANSPORTE
AEREO COMERCIAL

A S.E. EL SEÑOR EMBAJADOR DE LOS
ESTADOS UNIDOS DE AMERICA EN ARGENTINA
D. HARRY SCHLAUDEMAN
S / D.-

TRANSLATION

Argentine Air Force
National Directorate of Commercial Air Transport

Buenos Aires, August 13, 1982

Note D.N.T.A.C. No. 36.683/4

Mr. Ambassador:

I have the pleasure to refer to your note of August 13, 1982, regarding new levels of air services frequencies between the Argentine Republic and the United States of America, the first paragraph of which reads as follows: "During the past several weeks, representatives of our two governments have had discussions concerning the appropriate level of capacity for air services between our two countries."

This office accepts the terms of the aforementioned note and therefore will approve the schedules presented by Pan American Airways and by Eastern Airlines.

Sincerely,

Diego Kenny

Commodore (R) Diego A. Kenny
National Director of Commerical Air Transport

[SEAL]

His Excellency
Harry Schlaudeman,
Ambassador of the United States of America,
Buenos Aires, Argentina.

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TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10442

TRADE IN TEXTILES

Visa System

Arrangement Between the
UNITED STATES OF AMERICA
and MALDIVES

Effected by Exchange of Letters
Signed at Colombo and Male
December 29, 1981 and March 22, 1982

S9. 10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89-497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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MALDIVES

Trade in Textiles: Visa System

Arrangement effected by exchange of letters
Signed at Colombo and Male December 29, 1981 and March 22, 1982;
Entered into force March 22, 1982;
Effective October 1, 1982.

READEX FICHE best copy available

The American Ambassador to the Maldivian Minister of External Affairs

December 29, 1981

His Excellency
Fathulla Jameel
Minister of External Affairs
Male

Dear Mr. Minister:

I propose on behalf of my government that the following visa system be established for exports to the United States of cotton, wool and man-made fiber apparel products from the Republic of Maldives:

1) Each commercial shipment of apparel products shall be visaed by your government before entry for consumption into the United States.

2) A shipment shall be visaed by the placing of original stamped markings (THE VISA) in blue ink on the front of the invoice (special customs invoice form 5515, successor document, or commercial invoice when such form is used). Each visa shall include its number and date and the signature of the issuing official. The visa shall also state the correct category and quantity in the shipment in applicable category units. Attached is a facsimile of the visa.

3) Your government shall give my government originals in duplicate of the visa stamped markings and of the signatures of the officials authorized to issue and sign them, which shall not exceed five. Your government shall notify my government in advance of any changes in the stamps or of authorized officials and shall provide originals in duplicate of the new stamped markings and of any newly authorized officials' signatures.

4) Upon receipt of the authorized visa stamp and signatures, my government shall publish a notice in the Federal Register regarding the visa system established herein. The Federal Register notice shall include the date the systems became effec-

tive, which shall be about six weeks following publication of the notice. My government shall inform your government of the exact date as soon as it is determined.[1]

5) Any shipment which is not accompanied by a valid and correct visa in accordance with the foregoing provisions shall be denied entry by my government on and after the effective date specified in the Federal Register notice unless your government specifically authorizes entry. Notwithstanding this provision, entry may be permitted if the quantity indicated on the export visa exceeds that of the shipment.

6) Either government may terminate, in whole or in part, this administrative arrangement by giving ninety days' written notice to the other.

If the foregoing is acceptable to your government, this letter and your letter of acceptance on behalf of your government shall constitute an administrative arrangement between our two governments.

Sincerely,

Donald R. Toussaint

Donald R. Toussaint

Attachment: Facsimile Visa

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1 Oct. 1, 1982.

Facsimile Visa

The Maldivian Minister of External Affairs to the American Ambassador

THE MINISTER OF EXTERNAL AFFAIRS
MALE
REPUBLIC OF MALDIVES.

22 March 1982

His Excellency Mr. John H. Reed
Ambassador Extraordinary and Plenipotentiary
Embassy of the United States of America
Chancery: 44 Galle Road,
Colombo 3
Sri Lanka.

Dear Mr. Ambassador,

I have the honour to acknowledge the receipt of the Ambassador Toussaint's letter dated 29th December 1981, which reads as follows:

"I propose on behalf of my government that the following visa system be established for exports to the United States of cotton, wool and man-made fiber apparel products from the Republic of Maldives:

1) Each commercial shipment of apparel products shall be visaed by your government before entry for consumption into the United States.

2) A shipment shall be visaed by the placing of original stamped markings (THE VISA) in blue ink on the front of the invoice (special customs invoice form 5515, successor document, or commercial invoice when such form is used). Each visa shall include its number and date and the signature of the issuing official. The visa shall also state the correct category and quantity in the shipment in applicable category units. Attached is a facsimile of the visa.

3) Your government shall give my government originals in duplicate of the visa stamped markings and of the signatures of the officials authorised to issue and sign them, which shall not exceed five. Your government shall notify my government in advance of any changes in the stamps or of authorised officials and shall provide originals in duplicate of the new stamped markings and of any newly authorised officials' signatures.

4) Upon receipt of the authorised visa stamp and signatures, my government shall publish a notice in the Federal Register regarding the visa system established herein. The Federal Register notice shall include the date the systems became effective, which shall be about six weeks following publication of the notice. My government shall inform your government of the exact date as soon as it is determined.

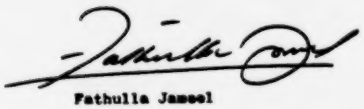
5) Any shipment which is not accompanied by a valid and correct visa in accordance with the foregoing provisions shall be denied entry by my government on and after the effective date specified in the Federal Register notice unless your government specifically authorizes entry. Notwithstanding this provision, entry may be permitted if the quantity indicated on the export visa exceeds that of the shipment.

6) Either government may terminate, in whole or in part, this administrative arrangement by giving ninety days' written notice to the other.

If the foregoing is acceptable to your government, this letter and your letter of acceptance on behalf of your government shall constitute an administrative arrangement between our two governments."

I have further the honour to confirm on behalf of the government of the Republic of Maldives the foregoing arrangement and to agree that Ambassador Toussaint's letter and this letter shall constitute an administrative arrangement between our two governments.

I avail myself of this opportunity to renew to Your Excellency the assurance of my highest consideration.



Fathulla Jameel

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AVIATION

Transport Services

Agreement Between the
UNITED STATES OF AMERICA
and the PHILIPPINES

Effected by Exchange of Notes
Signed at Washington September 16, 1982

with

Memorandum of Consultation
Signed at Washington July 9, 1982

and

Air Transport Agreement,
with Exchanges of Letters
Signed October 3, 1980

S9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89-497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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PHILIPPINES

Aviation: Transport Services

Agreement effected by exchange of notes
Signed at Washington September 16, 1982;
With memorandum of consultation
Signed at Washington July 9, 1982.
And air transport agreement,
With exchanges of letters
Signed October 3, 1980;
Entered into force September 16, 1982.

The Secretary of State to the Philippine Minister of Foreign Affairs

DEPARTMENT OF STATE
WASHINGTON

September 16, 1982

Excellency:

I have the honor to refer to the United States-Philippine Air Transport Agreement initialed ad referendum on October 3, 1980, and the Memorandum of Understanding signed on October 3, 1980, in Washington, D.C., and the Memorandum of Provisional Implementation signed on November 3, 1980,[1] in Manila, by the duly authorized representatives of our two governments.

I further refer to the attached Memorandum of Consultation signed by our said authorized representatives on July 9, 1982, in Washington, D.C.

Pursuant to the above Memorandum of Consultation dated July 9, 1982, I have the honor to propose that this note with the attached Air Transport Agreement and your note in reply shall constitute an agreement bringing the Air Transport Agreement, as modified and/or supplemented by the Memorandum of Consultation dated July 9, 1982, into force as of the date of your note in reply.

Accept, Excellency, the renewed assurances of my highest consideration.

George P. Shultz[2]

Enclosures:

As stated.

His Excellency
Carlos P. Romulo,
Minister of Foreign Affairs
of the Philippines.

---

[1] Not printed.
[2] George P. Shultz.

The Philippine Minister of Foreign Affairs to the Secretary of State

REPUBLIKA NG PILIPINAS
MINISTRI NG UGNAYANG PANLABAS
MAYNILA [1]

16 September 1982

Excellency:

I have the honor to refer to your Excellency's Note dated 16 September 1982, which reads as follows:

"Excellency:

" I have the honor to refer to the United States-Philippine Air Transport Agreement initialed ad referendum on October 3, 1980, and the Memorandum of Understanding signed on October 3, 1980, in Washington, D.C., and the Memorandum of Provisional Implementation signed on November 3, 1980, in Manila, by the duly authorized representatives of our two governments.

" I further refer to the attached Memorandum of Consultation signed by our said authorized representatives on July 9, 1982, in Washington, D.C.

" Pursuant to the above Memorandum of Consultation dated July 9, 1982, I have the honor to propose that this note with the attached Air Transport Agreement and your note in reply shall constitute an agreement bringing the Air Transport Agreement, as modified and/or supplemented by the Memorandum of Consultation dated July 9, 1982, into force as of the date of your note in reply.

" Accept, Excellency, the renewed assurances of my highest consideration."

In reply thereto, I confirm that the proposal set forth in the above-quoted Note is acceptable to my Government and that Your Excellency's Note and its Enclosures, together with this reply, shall constitute an agreement bringing into force as of this date the Air Transport Agreement, as modified and/or supplemented by the Memorandum of Consultations dated July 9, 1982.

Accept, Excellency, the renewed assurances of my highest consideration.

[2]
Minister of Foreign Affairs

The Honorable
George P. Shultz,
Secretary of State.

---

[1] In Translation reads: "Republic of Philippines, Ministry of Foreign Affairs, Manila".

[2] Carlos P. Romulo.

MEMORANDUM OF CONSULTATION
(July 9, 1982)

Delegations representing the Governments of the United States of America and the Republic of the Philippines met July 6-9, 1982, in Washington, D.C., to discuss formal implementation of the Air Transport Agreement initialed in October 1980. Delegation lists are attached.[1] The delegations agreed that their governments would proceed to exchange diplomatic notes to bring the Air Transport Agreement, annexed to this Memorandum, into full force and effect on September 1, 1982. The delegations agreed also that certain reservations to the Air Transport Agreement, listed below, will be observed for a period of two years from the date the Agreement enters into force. During the two year period the reservations are in effect, the delegations agreed that the Parties will meet periodically to review operations under the Agreement in order to determine whether there is a need for any mutually agreed adjustments to the Agreement.

1. Implementation of the Agreement

The following reservations will apply until August 31, 1984 at which time the full Agreement and its Annexes will go into effect, unless otherwise mutually agreed by the Parties:

Operations on Routes One and Two

Notwithstanding paragraph (3) of Article 11 of the Agreement, each Party shall have the right to operate:

[1] Not printed.

(A) On Route 1, until August 31, 1984, only narrow-body aircraft;

(B) On Route 2, until August 31, 1984, eighteen combination roundtrip frequencies per week.

Designations

Notwithstanding paragraph (1) of Article 3 of the Agreement, until August 31, 1984, each Party shall designate no more than three airlines to operate on Route 2 and one airline on Route 3.

Advancement of Rights

Notwithstanding these provisions, if a designated airline of the Republic of the Philippines operates four or more scheduled air services to or from the United States via Japan, prior to August 31, 1984, the foregoing reservations to the Agreement shall terminate and all provisions of the Air Transport Agreement and its Annexes become effective immediately.

2. Pricing

The delegations agreed that paragraphs three and four of Article 12 of the Air Transport Agreement, attached hereto, should be amended. All other portions of Article 12 remain as initialed in October 1980. The following are the new texts for paragraphs three and four of Article 12:

"(3)(a) If either Party is dissatisfied with any

price proposed or charged by an airline of the other Party for international air transportation between the territories of the Parties, it shall notify the other Party of the reasons for its dissatisfaction. In the case of a proposed price, such notice of dissatisfaction shall be given to the other Party within 30 days of receiving the notification or filing of the price. If the Party presenting a notice of dissatisfaction does not request consultations, the price shall go into effect as filed unless a Party disapproves such price pursuant to its rights under paragraph 6(b) of this Article. If the notifying Party requests consultations, such consultations shall be held as soon as possible, and in no event later than 30 days after receipt of the request. If the notified Party fails to agree to consult within the prescribed time frame, the dissatisfied party has the right to defer the implementation of the proposed price.

"(b) If a Party is dissatisfied with any price proposed or charged by an airline of the other Party for international air transportation between the territory of the first Party and a third country, it shall notify the other Party of the reasons for its dissatisfaction within 30 days of receiving notification or filing of the price. In this particular case, the notifying Party may unilaterally disapprove the price

proposed or charged by the airline of the other Party. However, with respect to matters arising pursuant to the provisions of paragraph 5(b) of this Article, either Party may request consultations which shall be held as soon as possible, and in no event later than 30 days after receipt of the request.

"(c) If either Party is dissatisfied with any price proposed or charged by an airline of a third country for international air transportation between the territories of the Parties, it shall notify the other Party of the reasons for the dissatisfaction within 30 days of receiving notification or filing of the price. In the case of proposed price leadership by a third party airline, the notifying Party may unilaterally disapprove the price proposed or charged by the third country airline.

"(4) The consultations referred to in this Article may be formal or informal, and may be effected through a telephonic exchange of views between the two Parties (later confirmed in a written communication) or by a written exchange of views transmitted by letter, cable, telegram, diplomatic note or other written means. If the Parties reach agreement with respect to a price for which a notice of dissatisfaction has been

given, each Party shall promptly carry out the terms of that agreement. If the Parties fail to reach such agreement, the price shall go into effect unless a Party disapproves such price pursuant to its rights under paragraph 6(b) of this Article."

3. Third Country Price Filings

The United States delegation stated that its authorities will make every effort not to approve short notice tariff filings by third country carriers proposing to exercise price leadership in the establishment of fares between the United States and the Philippines.

4. Ground Handling Services

The United States delegation expressed its concern that each United States airline be permitted to exercise its rights under Article 8 of the Agreement to perform ground handling services for itself and for any other United States airlines in the Philippines. The Philippine delegation gave assurances that United States airlines will be permitted to continue exercising these rights. It stated that it will investigate U.S. carrier concerns, inform appropriate Philippine officials of U.S. airlines' rights under the Agreement, and confirm its assurances in writing to the U.S. delegation chairman.

5. Continental/Air Micronesia Operations

The U.S. delegation expressed concern that Continental/Air Micronesia would have administrative diffi-

culties if it were not permitted to operate on Route 1 under this name. The Philippine delegation agreed that its authorities would issue a permit in the name of Continental/ Air Micronesia. The delegations reaffirmed that each Party is permitted to designate only one airline to operate on Route 1. It was understood also that the issuance of an operating permit in the name of Continental/ Air Micronesia does not give any operating authority to Continental Air Lines.

6. Section 126 of the Philippine Corporation Code

The two delegations discussed Section 126 of the Philippine Corporation Code which requires certain foreign firms doing business in the Philippines to deposit securities with the Philippine Securities and Exchange Commission. The Chairman of the Philippine delegation stated that he had discussed this matter with the Chairman of the Philippine Securities and Exchange Commission and that further discussions between the airlines and the SEC will be held to determine whether this requirement is applicable to foreign airlines operating in the Philippines.

7. Standard Ticketing Plan

The Philippine Chairman stated that the Philippine Government is considering implementing a Standard Ticketing Plan. When asked for its views, the United States delegation could not concur a priori in a plan for which it did not have full information. The United States Chairman

stated that a principal concern of the United States is that its airlines have the ability to market freely their services in accordance with the terms of the Air Transport Agreement.

8. Future Consultations

The delegations agreed that representatives of their governments should be prepared to meet semi-annually to discuss aviation developments.

For the Delegation of the Government of the United States of America

JAMES FERRER, JR.
Chairman
U.S. Delegation

For the Delegation of the Government of the Republic of the Philippines

LEON H. TIANSAY
Chairman
Philippine Delegation

July 9, 1982
Washington, D.C.

AIR TRANSPORT AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF THE PHILIPPINES

The Government of the United States of America and the Government of the Republic of the Philippines;

Desiring to promote an international air transport system based on fair, equitable and constructive competition among their airlines in the marketplace, consistent with the provisions of this Agreement;

Desiring to facilitate the expansion of international air transport opportunities;

Desiring to make it possible for airlines to offer the traveling and shipping public a variety of service options at the lowest prices that are not predatory or uneconomic or discriminatory and do not represent an abuse of a dominant position and wishing to encourage individual airlines to develop and implement innovative and competitive prices;

Desiring to ensure the highest degree of safety and security in international air transport and reaffirming their grave concern about acts or threats against the security of the aircraft which jeopardize the safety of

persons or property, adversely affect the operation of air transportation, and undermine public confidence in the safety of civil aviation;

Being Parties to the Convention of International Civil Aviation opened for signature at Chicago on December 7, 1944;[1] and

Desiring to conclude a new agreement covering scheduled air transportation,

Have agreed as follows:

[1] TIAS 1591, 6605, 6681; 61 Stat. 1180; 19 UST 7693; 20 UST 718.

ARTICLE 1
Definitions

For the purposes of this Agreement, unless otherwise stated, the term:

(a) "Aeronautical authorities" means, in the case of the United States, the Civil Aeronautics Board or the Department of Transportation, whichever has jurisdiction, or their successor agencies, and in the case of the Republic of the Philippines, the Civil Aeronautics Board or any person or body authorized to perform the functions exercised at present by the said Board;

(b) "Agreement" means this Agreement, its Annexes, and any amendments thereto;

(c) "Air transportation" means any operation performed by aircraft for the public carriage of traffic in passengers (and their baggage), cargo and mail, separately or in combination, for remuneration or hire;

(d) "Beyond" means any point in a third country which a flight from the homeland of an airline of one Party serves between stops in the territory of the second Party. Thus, if a U.S. airline operates a route United States-Philippines-Korea-Philippines-United States, Korea is considered a "beyond" point;

(e) "Combination service" means any scheduled service that offers public carriage of passengers and cargo for remuneration or hire;

(f) "Convention" means the Convention on International Civil Aviation, opened for signature at Chicago on December 7, 1944, and includes:

(i) any amendment which has entered into force under Article 94(a) of the Convention and has been ratified by both Parties, and

(ii) any Annex or any amendment thereto adopted under Article 90 of the Convention, insofar as such Annex or amendment is at any given time effective for both Parties;

(g) "Designated airline" means an airline designated and authorized in accordance with Article 3 of this Agreement;

(h) "Intermediate" means a point served on a flight between the homeland of an airline of one Party and a point in the territory of the other Party. Thus, on a route United States-Tokyo-Taipei-Philippines-Taipei-Tokyo-United States, Tokyo and Taipei are intermediate points;

(i) "Price" means:

(i) any fare, rate or price to be charged by airlines, including their agents, and the conditions governing the availability of such fare, rate or price;

(ii) the charges and conditions of service including but not limited to seating configurations and arrangements, inflight services, and other similar amenities ancillary to carriage of traffic; and

(iii) amounts charged by airlines to air transportation intermediaries

for the carriage of passengers (and their baggage) and/or cargo (excluding mail) in air transportation;

(j) "Stop for non-traffic purposes" means a landing for any purpose other than taking on or discharging passengers (and their baggage), cargo and mail in air transportation;

(k) "Stopover" means a deliberate and intentional interruption of a journey by the passenger, scheduled to exceed twenty-four hours, at a point between the place of origin and the place of destination;

(l) "Territory" means the land areas under the sovereignty, jurisdiction, protection, or trusteeship of a Party, and the territorial waters adjacent thereto;

(m) "Traffic rights" means the right to carry passengers (and their baggage), cargo and mail in air transportation between the points authorized in this Agreement; and

(n) "User charge" means a fee charged to airlines for the provision of airport, air navigation or aviation security property or facilities.

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ARTICLE 2

Grant of Rights

(1) Each Party grants to the other Party the following rights for the conduct of international air transportation by the airlines of the other Party:

(a) the right to fly across its territory without landing; and

(b) the right to make stops in its territory for non-traffic purposes.

(2) Nothing in paragraph (1) of this Article shall be deemed to grant the right for one Party's airlines to participate in air transportation between points in the territory of the other Party.

ARTICLE 3
Designation and Authorization

(1) Consistent with its domestic laws and policies, each Party shall have the right: (a) to designate up to five airlines to perform scheduled combination or all-cargo services on Routes 2 and/or 3 of Annex I; (b) to designate one airline to perform combination or all-cargo services on Route I of Annex I; and (c) to withdraw[1/] or alter[1/] such designations. Such designations shall be transmitted to the other Party in writing through diplomatic channels, and shall identify the category of air transportation and the route the airline has been designated to operate.

If a designated airline operates combination as well as all-cargo services, that airline shall require two designations to conduct such separate operations.

(2) On receipt of such a designation and of applications in the form and manner prescribed from the designated airline for operating authorizations and technical permissions, the other Party shall grant appropriate authorizations and permissions within sixty days, provided:

1/ If the U.S. designates a Pacific regional airline to operate on Route 1 of Annex I, any successor airline to be designated for such route shall, similarly, be a Pacific regional airline.
[Footnote in the original.]

(a) substantial ownership and effective control of that airline are vested in the Party designating the airline, nationals of that Party, or both;

(b) the designated airline is qualified to meet the conditions prescribed under the laws and regulations normally applied to the operation of international air transportation by the Party considering the application or applications; and

(c) the Party designating the airline is maintaining and administering the standards set forth in Article 6 (Safety).

ARTICLE 4
Revocation of Authorization

(1) Each Party may revoke, suspend or limit the operating authorizations or technical permissions of an airline designated by the other Party where:

(a) substantial ownership and effective control of that airline are not vested in the other Party or the other Party's nationals;

(b) that airline has failed to comply with the laws and regulations referred to in Article 5 of this Agreement; or

(c) the other Party is not maintaining and administering the standards as set forth in Article 6 (Safety).

(2) Unless immediate action is essential to prevent further non-compliance with subparagraphs (1)(b) or (1)(c) of this Article, the rights established by this Article shall be exercised only after consultation with the other Party.

ARTICLE 5
Application of Laws

(1) While entering, within or leaving the territory of one Party, its laws and regulations relating to the operation and navigation of aircraft shall be complied with by the other Party's airlines.

(2) While entering, within or leaving the territory of one Party, its laws and regulations relating to the admission to or departure from its territory of passengers, crew or cargo on aircraft (including regulations relating to entry, clearance, aviation security, immigration, passports, customs and quarantine or, in the case of mail, postal regulations) shall be complied with, by or on behalf of such passengers, crew or cargo of the other Party's airlines.

ARTICLE 6
Safety

(1) Each Party shall recognize as valid, for the purpose of operating the air transportation provided for in this Agreement, certificates of airworthiness, certificates of competency, and licenses issued or validated by the other Party and still in force, provided that the requirements for such certificates or licenses at least equal the minimum standards which may be established pursuant to the Convention. Each Party may, however, refuse to recognize as valid for the purpose of flight above its own territory, certificates of competency and licenses granted to or validated for its own nationals by the other Party.

(2) Each Party may request consultations concerning the safety and security standards maintained by the other Party relating to aeronautical facilities, aircrew, aircraft, and operation of the designated airlines. If, following such consultations, one Party finds that the other Party does not effectively maintain and administer safety and security standards and requirements in these areas of aircrew, aircraft and operation of the designated airlines that at least equal the minimum standards which may be established pursuant to the Convention, the other Party shall be notified of such findings and the steps considered

necessary to conform with these minimum standards. Each Party reserves the right to withhold, revoke or limit the operating authorization or technical permission of an airline or airlines designated by the other Party in the event the other Party does not take appropriate action within a reasonable time.

ARTICLE 7
Aviation Security

Each Party:

(1) reaffirms its commitment to act consistently with the provisions of the Convention on Offenses and Certain Other Acts Committed on Board Aircraft, signed at Tokyo on September 14, 1963,[1] the Convention for the Suppression of Unlawful Seizure of Aircraft, signed at The Hague on December 16, 1970,[2] and the Convention for the Suppression of Unlawful Acts Against the Safety of Civil Aviation, signed at Montreal on September 23, 1971;[3]

(2) shall require that operators of aircraft of its registry act consistently with applicable aviation security provisions established by the International Civil Aviation Organization; and

(3) shall provide maximum aid to the other Party with a view to preventing unlawful seizure of aircraft, sabotage to aircraft, airports, and air navigation facilities, and threats to aviation security; give sympathetic consideration to any request from the other Party for special security measures for its aircraft or passengers to meet a particular

[1] TIAS 6768; 20 UST 2941.
[2] TIAS 7192; 22 UST 1641.
[3] TIAS 7570; 24 UST 564.

threat; and, when incidents or threats of hijacking or sabotage against aircraft, airports or air navigation facilities occur, assist the other Party by facilitating communications intended to terminate such incidents rapidly and safely.

ARTICLE 8
Commercial Opportunities

(1) The airline or airlines of one Party may, subject to the nondiscriminatory requirements of domestic laws and regulations of the other Party, establish offices in the territory of the other Party for the promotion and sale of air transportation.

(2) The designated airline or airlines of one Party may, in accordance with the laws and regulations of the other Party relating to entry, residence and employment, bring in and maintain in the territory of the other Party managerial, sales, technical, operational and other specialist staff required for the provision of air transportation.

(3) Each designated airline may perform its own ground handling in the territory of the other Party ("self-handling"). If the designated airline does not self-handle it may, subject to domestic laws and regulations of the other Party, select among competing agents for such services. Ground handling includes: the functions of checking in passengers and baggage; maintenance (engineering, cabin cleaning, services and repairs); ramp (apron) services for cargo; flight planning; operations and dispatch; provision of fuel; freight receipt and delivery; cargo buildup and breakdown; storage; customs clearances; passenger and cargo

document preparation and food services. Subject only to physical constraints resulting from considerations of airport safety:

(a) Consistent with the domestic laws of the other Party, designated airlines shall be permitted to own, or rent from an authorized lessor, the space required for the conduct of ground handling; and

(b) (i) Designated airlines of the United States shall be permitted to perform ground handling service for any United States flag airline; and

(ii) Designated airlines of the Philippines shall be permitted to perform ground handling services for any Philippine flag airline and for three non-United States flag airlines; and

(c) Designated airlines shall be permitted to provide their own equipment or may lease equipment to, or from, other airlines or competing agents for ramp (apron) service for cargo carried on any service.

Ground handling services shall be available on an equal and non-discriminatory basis to all airlines.

(4) Each designated airline of one Party has the right to sell air transportation in the territory of the other Party directly and, at the airline's discretion, through its agent. Each designated airline may sell such transportation, and any person shall be free to purchase such transportation, in the currency of that territory or, subject to domestic laws and regulations, in freely convertible currencies.

(5) Each designated airline of one Party may convert and remit to its country, on demand, local revenues in excess of sums locally disbursed. Each conversion and remittance shall be permitted promptly, in accordance with the applicable domestic laws and administrative currency regulations, at the rate of exchange for current transactions and remittance.

ARTICLE 9
Customs Duties and Taxes

(1) On arriving in the territory of one Party, aircraft operated in international air transportation by the designated airlines of the other Party, their regular aircraft equipment, fuel, lubricants, consumable technical supplies, spare parts, including engines, aircraft stores (including but not limited to such items as food, beverages and liquor, tobacco and other products destined for sale to or use by passengers in limited quantities during the flight), and other items intended for or used solely by the designated airlines in connection with the operation or servicing of aircraft engaged in international air transportation shall be exempt, on the basis of reciprocity, from all import restrictions, property taxes and capital levies, customs duties, excise taxes, import taxes and similar fees and charges imposed by the national authorities, and not based on the cost of services provided, provided such equipment and supplies remain on board the aircraft.

(2) There shall also be exempt, on the basis of reciprocity, from the taxes, duties, fees and charges referred to in paragraph (1) of this Article, with the exception of charges based on the cost of the services provided, as follows:

(a) aircraft stores introduced into or supplied in the territory of a Party and taken on board, within reasonable limits, for use on outbound aircraft of a designated airline of the other Party engaged in international air transportation, even when these stores are to be used on a part of the journey performed over the territory of the Party in which they are taken on board;

(b) ground equipment and spare parts including engines introduced into the territory of a Party for the servicing, maintenance or repair of aircraft of a designated airline of the other Party used in international air transportation; and

(c) fuel, lubricants and consumable technical supplies introduced into or supplied in the territory of a Party for use in an aircraft of a designated airline of the other Party engaged in international air transportation, even when these supplies are to be used on a part of the journey performed over the territory of the Party in which they are taken on board.

(3) Equipment and supplies referred to in paragraphs (1) and (2) of this Article may be required to be kept under the supervision or control of the appropriate authorities.

(4) The exemptions provided for by this Article shall also be available where the designated airlines of one Party have contracted with another airline, which similarly enjoys such exemptions from the other Party, for the loan or transfer in the territory of the other Party of the items specified in paragraphs (1) and (2) of this Article.

(5) Each Party shall use its best efforts to secure for the designated airlines of the other Party, on the basis of reciprocity and comity, an exemption from taxes, duties, charges and fees imposed by State, regional and local authorities on the items specified in paragraphs (1) and (2) of this Article, as well as from fuel through-put charges, in the circumstances described in this Article, except to the extent that the charges are based on the cost of providing the services.

ARTICLE 10
User Charges

(1) User charges imposed by the competent charging authorities on the airlines of the other Party shall be just, reasonable, and non-discriminatory.

(2) Facilities and services shall be provided with due regard to efficiency and economy. Reasonable notice shall be given prior to changes in user charges. Each Party shall encourage consultations between the competent charging authorities in its territory and airlines of the other Party using the services and facilities, and shall encourage the competent charging authorities and the airlines to exchange such information as may be necessary to permit an accurate review of the reasonableness of the charges.

ARTICLE 11
Fair Competition

(1) Each Party shall allow a fair and equal opportunity for the designated airlines of both Parties to compete in the international air transportation covered by this Agreement.

(2) Each Party shall take all appropriate action within its jurisdiction to eliminate all forms of discrimination or unfair competitive practices adversely affecting the competitive position of the airlines of the other Party.

(3) Neither Party shall unilaterally limit the volume of traffic, frequency or regularity of service, or the aircraft type or types operated by the designated airline or airlines of the other Party, except as may be required for customs, technical, operational or environmental reasons under uniform conditions consistent with Article 15 of the Convention.

ARTICLE 12
Pricing

(1) Subject to the provisions of this Article, each Party shall allow prices for air transportation to be established by each designated airline based upon commercial considerations in the marketplace. Neither Party shall take unilateral action to prevent the inauguration or continuation of any price proposed or charged by the airlines of either Party for international air transportation between the territories of the Parties unless such action is in accordance with the provisions of this Article. Intervention by the Parties shall be limited to:

(a) protection of consumers from discriminatory prices or practices or prices that are unreasonably high or restrictive due to the abuse of a dominant position; and

(b) protection of airlines from predatory prices that are artificially low or uneconomic.

(2) Each Party may require prior notification to or filing with its aeronautical authorities of prices proposed to be charged by airlines of the other Party to or from its territory. Notification or filing by the airlines of both Parties may be required no more than 60 days before the proposed date of effectiveness. In individual cases, notification or filings may be permitted on shorter notice than normally required.

(3) (a) If either Party is dissatisfied with any price proposed or charged by an airline of the other Party for international air transportation between the territories of the Parties, it shall notify the other Party of the reasons for its dissatisfaction as soon as possible. In the case of a proposed price, such notice of dissatisfaction shall be given to the other Party within 30 days of receiving the notification or filing of the price. Either Party may then request consultations which shall be held as soon as possible, and in no event later than 30 days after receipt of the request.

(b) If a Party is dissatisfied with any price proposed or charged by an airline of the other Party for international air transportation between the territory of the first Party and a third country, it shall notify the other Party of the reasons for its dissatisfaction within 30 days of receiving notification or filing of the price. However, with respect to matters arising pursuant to the provisions of paragraph 5(b) of this Article, either Party may request consultations which shall be held as soon as possible, and in no event later than 30 days after receipt of the request.

(c) If either Party is dissatisfied with any price proposed or charged by an airline of a third country for international air transportation between the territories of the Parties, it shall notify the other Party of the reasons for the dissatisfaction within 30 days of receiving notification or filing of the price.

(4) If the Parties reach agreement with respect to a price for which a notice of dissatisfaction has been given, each Party shall promptly carry out the terms of that agreement. If the Parties fail to reach such agreement, the price shall go into effect unless a Party disapproves such price pursuant to its rights under paragraph 6(b) of this Article.

(5) Each Party shall allow:

(a) any airline of either Party to meet a more competitive price proposed or charged in the marketplace for international air transportation between the territories of the Parties;

(b) any airline of one Party to meet a lower or more competitive price proposed or charged in the marketplace for international air transportation between the territory of the other Party and a third country; and

(c) any airline of a third country to meet a lower or more competitive price proposed or charged in the marketplace for international air transportation between the territories of the Parties provided that the third country has granted reciprocal rights to the airlines of both Parties.

As used in this Article, the term "meet" means the right to establish on a timely basis, using such expedited procedures as may be necessary, an identical or similar price on a direct, interline or intra-line basis, notwithstanding differences relating to distance, routing, roundtrip requirements, connections, type or conditions of service including aircraft configuration or type, or such price through a combination of prices.

(6) With respect to unilateral action by a Party to prevent the inauguration or continuation of any passenger price proposed or charged by the airlines of either Party for international air transportation between the territories of the Parties:

(a) Neither Party may take such action if the price is equal to or greater than 80 percent of the appropriate index fare level as defined in Annex II;

(b) Either Party may take such action provided that the price is less than 80 percent of the appropriate index fare level, but only with respect to traffic for which the first point on the itinerary (as evidenced by the document authorizing transportation by air) is in its own territory.

(7) Neither Party may take unilateral action to prevent the inauguration or continuation of a cargo price proposed or charged by an airline of either Party for transportation between the territories of the Parties.

ARTICLE 13
Consultations

Either Party may, at any time, request consultations relating to this Agreement. Such consultations shall begin at the earliest possible date, but not later than 60 days from the date the other Party receives the request unless otherwise agreed. Both Parties recognize the desirability of preparing and presenting during such consultations any relevant evidence in support of their positions in order to facilitate informed, rational and economic decisions. If there are any revisions of this Agreement or its Annexes as a result of such consultations, they shall be confirmed by an exchange of Diplomatic Notes.

ARTICLE 14
Settlement of Disputes

(1) Any dispute arising under this Agreement, except those which may arise under Article 12 (Pricing) and Annex II, which is not resolved by a first round of formal consultations, may be referred by agreement of the Parties for decision to some person or body. If the Parties do not so agree, at the request of either Party the dispute shall be submitted to arbitration in accordance with the procedures set forth below.

(2) Arbitration shall be by a tribunal of three arbitrators to be constituted as follows:

(a) Within 30 days after the receipt of a request for arbitration, each Party shall name one arbitrator; within 60 days after these two arbitrators have been named, they shall by agreement appoint a third arbitrator, who shall act as President of the arbitral tribunal;

(b) If either Party fails to name an arbitrator, or if the third arbitrator is not appointed in accordance with subparagraph (a) of this paragraph, either Party may request the President of the International Court of Justice to appoint the necessary arbitrator or arbitrators within 30 days. If the President is of the same nationality as one of

the Parties, the most senior Vice President who is not disqualified on that ground shall make the appointment.

(3) Except as otherwise agreed, the arbitral tribunal shall determine the limits of its jurisdiction in accordance with this Agreement and shall establish its own procedure. At the direction of the tribunal or at the request of either of the Parties, a conference to determine the precise issues to be arbitrated and the specific procedures to be followed shall be held no later than 15 days after the tribunal is fully constituted.

(4) Except as otherwise agreed, each Party shall submit a memorandum within 45 days of the time the tribunal is fully constituted. Replies shall be due 60 days after the submission of the memorandum. The tribunal shall hold a hearing at the request of either Party or at its discretion within 15 days after replies are due.

(5) The tribunal shall attempt to render a written decision within 30 days after completion of the hearing or, if no hearing is held, after the date both replies are submitted, whichever is sooner. The decision of the majority of the tribunal shall prevail.

(6) The Parties may submit requests for clarification of the decision within 15 days after it is rendered and any

clarification given shall be issued within 15 days of such request.

(7) Each Party shall, consistent with its national law, give full effect to any decision or award of the arbitral tribunal.

(8) The expenses of the arbitral tribunal, including the fees and expenses of the arbitrators, shall be shared equally by the Parties. Any expenses incurred by the President of the International Court of Justice in connection with the procedures of paragraph (2)(b) of this Article shall be considered to be part of the expenses of the arbitral tribunal.

ARTICLE 15
Termination

Should either Party decide to terminate this agreement at any time, it shall give the other Party written notice of its decision through diplomatic channels. Such notice shall be sent simultaneously to the International Civil Aviation Organization. This Agreement shall terminate at midnight (at the place of receipt of notice to the other Party) immediately before the first anniversary of the date of receipt of the notice by the other Party, unless the notice is withdrawn by agreement before the end of this period.

ARTICLE 16
Multilateral Agreement

If a multilateral agreement, accepted by both Parties, oncerning any matter covered by this Agreement enters into orce, this Agreement shall be amended so as to conform with he provisions of the multilateral agreement.

ARTICLE 17
Registration with ICAO

This Agreement and all amendments thereto shall be registered with the International Civil Aviation Organization.

ARTICLE 18
Entry into Force

This Agreement shall enter into force on the date of signature and shall supersede the Interim Air Transport Services Agreement of August 10, 1974.[1]

[1] TIAS 7919; 25 UST 2407.

ANNEX I
Scheduled Air Service

Section 1

Airlines designated under this Annex shall be entitled to perform international air transportation (1) between points on the following routes, and (2) between points on such routes and points in third countries through points in the territory of the Party which has designated the airline.

A. Routes for the airline or airlines designated by the Government of the United States:

1. From Palau, Saipan, and Guam to the Philippines and return.[1/]

2. From the United States[2/] via intermediate points to the Philippines and beyond.[3/]

3. From the United States[2/] via intermediate points to the Philippines and beyond.[4/]

[Footnotes in the original.]

B. Routes for the airline or airlines designated by the Government of the Philippines:

1. From the Philippines to Palau, Saipan and Guam and return.[5/]
2. From the Philippines via intermediate points to Guam, Honolulu, San Francisco, Los Angeles and five points[6/] in the United States to be selected by the Republic of the Philippines and beyond to three countries to be selected[7/] by the Republic of the Philippines.
3. From the Philippines via intermediate points to Guam, Honolulu, San Francisco, Los Angeles and five points[6/] in the United States to be selected by the Republic of the Philippines and beyond.[8/]

[Footnotes in the original.]

Section 2

Each designated airline may, on any or all flights and at its option, operate flights in either or both directions and without directional or geographic limitation, serve points on the routes in any order, and omit stops at any point or points outside the territory of the Party which has designated that airline, without loss of any right to carry traffic permitted under the Agreement.

FOOTNOTES

1/ All flights operated on this route must originate in Palau, Saipan or Guam.

2/ The United States includes the fifty States and all Territories and possessions and other territories in which the United States exercises jurisdiction over international aviation.

3/ Operations between the Philippines, on the one hand, and Singapore, Abu Dhabi, Dubai, Bahrain, Kuwait, Karachi, Saudi Arabia, Iraq, Arab Republic of Egypt, Italy, Greece, France, West Germany, Switzerland and England, on the other, are without the right to pick up or put down any local revenue or stopover traffic. Operations between the Philippines and Australia are without the right to pick up or put down local revenue traffic, but with the right to pick up or put down stopover traffic.

4/ Route for all-cargo operations only.

5/ All flights operated on this route must originate in the Philippines. Stopover rights permitted at Palau, Saipan and Guam.

6/ With the option to change the selected points by giving sixty days prior notice. Stopover rights permitted at Guam, Honolulu, San Francisco, Los Angeles and the five points in the United States to be selected by the Republic of the Philippines.

7/ With the option to change the selected countries by giving 180 days prior notice.

8/ Route for all-cargo operations only.

[Footnotes in the original.]

ANNEX II
Fare Level Index

The Parties agree that the base for the index fare level of Article 12 shall be the Standard Foreign Fare Level in effect on October 1, 1980, as determined by the United States Civil Aeronautics Board for each United States-Philippine city-pair market. The index fare level shall be adjusted not less than four times per year to reflect changes in airline costs. Such cost changes shall be those published by the United States Civil Aeronautics Board on the basis of its Standard Foreign Fare Level (SFFL) Investigation for passenger fares in the Pacific entity.

[EXCHANGES OF LETTERS]

October 3, 1980

Mr. James Ferrer, Jr.
Chairman
United States Delegation

Dear Mr. Ferrer:

It is the understanding of the Government of the Philippines that the Government of the United States of America will designate Air Micronesia or another Pacific regional airline (which does not operate scheduled air services between Saipan, Palau or Guam, on the one hand, and Hawaii and/or the U.S. mainland, on the other) to operate on Route 1 as specified in the Memorandum of Understanding and in Annex 1 to the Air Transport Agreement which we have initialed today.

In the event that the Government of the United States of America is unable to designate Air Micronesia or another Pacific regional airline (as referred to above) to operate on Route 1, then it is understood and agreed that the said route for the airlines of our two countries will be deleted from the Memorandum of Understanding and from Annex 1 to the Air Transport Agreement.

I would be grateful for your confirmation of the above understanding.

Sincerely,

Leon H. Tiansay
Acting Chairman
Philippine Delegation

October 3, 1980

Mr. Leon H. Tiansay
Vice Chairman
Philippine Delegation

Dear Mr. Tiansay:

This is in reference to your letter of October 3, 1980 the text of which reads as follows:

"Dear Mr. Ferrer:

It is the understanding of the Government of the Philippines that the Government of the United States of America will designate Air Micronesia or another Pacific regional airline (which does not operate scheduled air services between Saipan, Palau or Guam, on the one hand, and Hawaii and/or the U.S. mainland, on the other) to operate on Route 1 as specified in the Memorandum of Understanding and in Annex 1 to the Air Transport Agreement which we have initialed today.

In the event that the Government of the United States of America is unable to designate Air Micronesia or another Pacific regional airline (as referred to above) to operate on Route 1, then it is understood and agreed that the said route for the airlines of our two countries will be deleted from the Memorandum of Understanding and from Annex 1 to the Air Transport Agreement.

I would be grateful for your confirmation of the above understanding.

Sincerely,

Leon H. Tiansay"

I have the honor to confirm that the above letter correctly sets forth our understanding on this matter.

Sincerely,

James Ferrer, Jr.

James Ferrer, Jr.
Chairman
United States Delegation

October 3, 1980

Mr. James Ferrer, Jr.
Director
Office of Aviation
Department of State
Washington, D.C. 20520

Dear Mr. Ferrer:

On the basis of our bilateral discussions in Washington from September 29 to October 3, 1980, it is the understanding of the Government of the Philippines that either Party may impose expiry dates on the following passenger prices for travel originating in its own territory:

(a) For any price in effect on October 26, 1980, which is less than 80 percent of the appropriate index fare level, an expiry date no earlier than April 30, 1981, may be imposed provided that such action is taken on or before November 26, 1980; and

(b) For any price which, due to adjustment of the index fare level, becomes less than eighty percent of that index, a Party may impose an expiry date of not less than 180 days, provided that, in the case of the United States, such action is taken within thirty days of that index adjustment and, in the case of the Philippines, such action is taken within thirty days of notice from the U.S. Government through diplomatic channels to the Philippine aeronautical authorities of the index adjustment; and

(c) For any price which comes into effect pursuant to the provisions of paragraph 6(b) of Article 12 of the Agreement, an expiry date of not less than one year from the effective date of such price may be imposed provided that such action is taken within thirty days after the price is filed.

It is our further understanding that nothing in this letter or in Article 12 of the Agreement is intended to prevent airlines from filing any price with a shorter expiry period. Nothing in this letter or in Article 12 of the Agreement is intended to preclude either Party from postponing an expiry date it has imposed, provided it notifies the airlines concerned at least 60 days before the existing expiry date takes effect.

I would be grateful for your confirmation of the above understanding.

Sincerely yours,

Leon B. Tiansay
Acting Chairman
Philippine Delegation

October 3, 1980

Mr. Leon H. Tiansay
Vice Chairman
Philippine Delegation

Dear Mr. Tiansay:

This is in reference to your letter of October 3, 1980 the text of which reads as follows:

"Dear Mr. Ferrer:

On the basis of our bilateral discussions in Washington from September 29 to October 3, 1980, it is the understanding of the Government of the Philippines that either Party may impose expiry dates on the following passenger prices for travel originating in its own territory:

(a) For any price in effect on October 26, 1980, which is less than 80 percent of the appropriate index fare level, an expiry date no earlier than April 30, 1981, may be imposed provided that such action is taken on or before November 26, 1980; and

(b) For any price which, due to adjustment of the index fare level, becomes less than eighty percent of that index, a Party may impose an expiry date of not less than 180 days, provided that, in the case of the United States, such action is taken within thirty days of that index adjustment and, in the case of the Philippines, such action is taken within thirty days of notice from the U.S. Government through diplomatic channels to the Philippine aeronautical authorities of the index adjustment; and

(c) For any price which comes into effect pursuant to the provisions of paragraph 6(b) of Article 12 of the Agreement, an expiry date of not less than one year from the effective date of such price may be imposed provided that such action is taken within thirty days after the price is filed.

It is our further understanding that nothing in this letter or in Article 12 of the Agreement is intended to prevent airlines from filing any price with a shorter expiry period. Nothing in this letter or in Article 12 of the Agreement is intended to preclude either Party from postponing an expiry date it has imposed, provided it notifies the airlines concerned at least 60 days before the existing expiry date takes effect.

I would be grateful for your confirmation of the above understanding.

Sincerely yours,

Leon H. Tiansay*

I have the honor to confirm that the above letter correctly sets forth our understanding on this matter.

Sincerely,

James Ferrer, Jr.

James Ferrer, Jr.
Chairman
United States Delegation

GPO 1985 48-238 (1980)

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ATOMIC ENERGY

Nuclear Qualification of Polymer Base Materials

Agreement Between the
UNITED STATES OF AMERICA
and FRANCE

Signed at Bethesda and Fontenay-aux-Roses
April 23 and May 14, 1982

S9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89-497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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Washington, D.C. 20402

FRANCE

Atomic Energy: Nuclear Qualification of Polymer Base Materials

Agreement signed at Bethesda and Fontenay-aux-Roses April 23 and May 14, 1982;
Entered into force May 14, 1982.

AGREEMENT

BETWEEN

THE UNITED STATES NUCLEAR REGULATORY COMMISSION (USNRC)

AND

THE COMMISSARIAT A L'ENERGIE ATOMIQUE (CEA)

REGARDING THE NUCLEAR QUALIFICATION OF POLYMER BASE MATERIALS

* * * * * * * * * * * *

The Contracting Parties :

WHEREAS the United States Nuclear Regulatory Commission (hereinafter USNRC) and the Commissariat a l'Energie Atomique (hereinafter CEA) have a mutual interest in cooperation in the field of light water reactor safety research; and

WHEREAS the USNRC and the CEA have cooperated for several years in the field of light water reactor safety research, originally under the technical exchange arrangement signed between the United States Atomic Energy Commission and the CEA, then under the new technical exchange arrangement (hereinafter referred to as the NRC-CEA LWR arrangement) signed on September 12, 1980;[1] and

WHEREAS, subject to the availability of appropriated funds, the USNRC is sponsoring at the SANDIA LABORATORIES a program of safety research on nuclear qualification of materials in LOCA conditions.

WHEREAS the CEA is implementing a program of safety research on nuclear qualification of polymer base materials.

WHEREAS the USNRC and the CEA have expressed their intention to implement their collaboration on a program of qualification of materials.

Have AGREED as follows:

---

[1] Signed July 16 and Sept. 12, 1980. TIAS 9897; 32 UST.

ARTICLE 1. OBJECTIVE

1.1. The USNRC and the CEA, in accordance with the provisions of this agreement and subject to applicable laws, regulations and national policy in force in their respective countries, will join together for research in a Qualification program, as described in Appendix A, or as amended.

1.2. The research program is intended to determine the influence of testing conditions, during reference accident simulation tests (LOCA) performed in a sequential or simultaneous way (accidental thermal-hydraulic, chemical and/or irradiation conditions). The CEA has set up the CESAR test facility in the Saclay Research Center in order to submit polymer samples to various conditions applied sequentially or simultaneously during reference accident simulation tests. This facility, along with the Sandia LICA facility, will be utilized for performing tests on an equal volume of samples coming from both parties.

1.3. The technical work program set forth in Appendix A constitutes the base program to be carried out by Sandia for the USNRC and by CEA.

ARTICLE 2. SCOPE OF AGREEMENT

2.1. The USNRC will provide the necessary personnel, specimens, equipment and services to carry out the qualification program as described in Appendix A, or, as amended, subject to the availabililty of appropriated funds.

2.2. The CEA will provide the necessary personnel, specimens, equipment and services to carry out the Qualification program as described in Appendix A, or, as amended, subject to the availability of appropriated funds.

2.3. Each party will have access to all the experimental data and may send representatives to visit or participate in the program by the assignment of personnel at the relevant facilities of the other party.

2.4. A final report will be prepared under the responsibility of U.S. and French co-authors, for unrestricted publication. Other publications under this program will mention this collaboration. Progress reports and interim reports will be prepared by each party and distributed to the other.

2.5. Each party will bear the costs of his own participation and, in addition, will be responsible for shipping all specimens going to the other party.

ARTICLE 3. PROGRAM MANAGEMENT

3.1. Each party shall appoint an official representative who shall be responsible for approving and scheduling the work to be performed under the Qualification program. The official representatives will meet as needed or at least approximately annually to review the status of work performed under this agreement and to recommend revisions for improving and developing the cooperation.

ARTICLE 4. EXCHANGE AND USE OF INFORMATION

The parties agree that the provisions on exchange and use of information set forth in Article 5 of the above-referenced NRC-CEA LWR arrangement shall apply for this agreement.

ARTICLE 5. DISPUTES

Any dispute between the USNRC and CEA concerning the application or interpretation of this Agreement that is not satisfactorily settled by negotiation between the representatives or other agreed mode of settlement shall be referred to the Administrators, designated under the NRC-CEA LWR arrangement, for resolution.

ARTICLE 6. PATENTS

The Parties agree that the provisions on patents set forth in Article 6 of the above-referenced NRC-CEA LWR arrangement shall apply for this Agreement.

ARTICLE 7. FINAL PROVISIONS

7.1. This Agreement shall enter into force upon signature of the parties and shall remain in force for a period of three years.

7.2. Either party may withdraw from the present Agreement after providing the other party written notice of withdrawal six months prior to the next anniversary date of the Agreement.

Done in duplicate, in the English and French languages, each equally authentic.

UNITED STATES NUCLEAR REGULATORY COMMISSION

BY : [1]

TITLE : Executive Director for Operations

DATE : April 23, 1982

FOR THE COMMISSARIAT A L'ENERGIE ATOMIQUE

BY : P. Tanguy [2]

TITLE : Director of Nuclear Protection and Safety Institute.

DATE : May 14th, 1982

[1] William J. Dircks.
[2] P. Tanguy.

APPENDIX A

PLAN FOR A COOPERATIVE PROGRAM BETWEEN THE NRC AND THE CEA FOR THE NUCLEAR QUALIFICATION OF POLYMER BASE MATERIALS

REFERENCE ACCIDENT SIMULATION TESTS (LOCA)

EFFECTS OF SEQUENTIAL AND SIMULTANEOUS TESTS ON POLYMER PROPERTIES

1 PURPOSE

This study is intended to determine the influence of testing conditions on the behavior of polymer base materials during reference accident simulation tests (LOCA) performed in a sequential or simultaneous manner (accidental thermodynamic, chemical and irradiation test).

2 REASON FOR CHOICE OF PROGRAM

Investigations carried out in connection with the nuclear qualification study group revealed striking synergistic effects on certain polymers, by differences in oxygen consumption and changes in mechanical properties when ageing, temperature and irradiation stresses are applied simultaneously rather than sequentially.

The geographic distribution and types of nuclear qualification test equipment in France and the United States generally fulfill the requirements of equipment qualification testing codes by using a sequential application of stresses.

It is important to determine the respective influence of stress application conditions on polymer behavior when accidental thermodynamic, chemical and irradiation test conditions are applied sequentially or simultaneously during reference accident simulation tests (LOCA).

For this purpose, the CEA has set up the CESAR test installation, which is equipped with the technical capabilities enabling it to perform both types of accident simulation tests.

3 PROPOSED PROGRAM

A selection of polymer materials used in the construction of equipment installed in PWR reactors, the study of whose behavior can provide maximum information, will be distributed in two equal parts, corresponding to an American selection and a French selection.

3.1 CHOICE OF POYLMERS OF U. S. ORIGIN

3.1.1 Elastomers

Ethylene - propylene copolymer (EPR) composition #1 in the form of cable insulator.

Ethylene - propylene copolymer (EPR) composition #2 in the form of cable insulator.

Chemically cross-linked polyolefin (CLPO) composition #1 in the form of cable insulator.

Chemically cross-linked polyolefin (CLPO) composition #2 in the form of cable insulator.

TEFZEL - composition #1 in the form of fluoropolymer cable insulator.

TEFZEL - composition #2 in the form of fluoropolymer cable insulator.

Hypalon - chlorosulfonated polyethylene in the form of cable jacket.

Chlorinated polyethylene in the form of cable jacket.

3.1.2 Thermoplastics

A selection of U.S. materials will be made and be provided for consideration at a later time. Testing would be by mutual agreement.

3.1.3 Thermosets

A selection of U. S. materials will be made and be provided for consideration at a later time. Testing would be by mutual agreement.

3.2 CHOICE OF POLYMERS: FRENCH PROPOSAL

3.2.1 Elastomers

Ethylene-propylene copolymer (EPR) in the form of cable insulator.

Chemically cross-linked polyethylene (PRC) in the form of cable insulator.

Hypalon chlorosulfonated polyethylene in the form of cable insulator.

Ethylene propylene polymer of a monomer in the form of cable insulator.

Ethylene-propylene copolymer (EPR) in the form of gaskets and dumbbells.

Vamac acrylic polyethylene copolymer in the form of gaskets and dumbbells.

3.2.2 Thermoplastics

Phenylene polysulfide (PPS) in the form of dumbbells and connector sockets.

Polydiallylphthalates in the form of connector sockets and dumbbells.

3.2.3 Thermosets

Thermosetting silicon in the form of dumbbells and connector sockets.

Epoxy resin in the form of microcontact fillers.

3.3 REFERENCE ACCIDENT SIMULATION TESTS

Reference accident simulation tests will be performed on:

- Virgin samples
- Samples that have undergone ageing phases corresponding to the simulation of the normal operation of a PWR reactor.

Pre-ageing must represent the simulation of normal operation of a PWR reactor over forty years of operation. Three series of normal operation simulation pre-ageing sequences will be performed in accordance with the following phases:

(a) Simulation of thermal ageing followed by the irradiation simulation phase.

(b) Simulation of the irradiation phase followed by the thermal ageing phase.

and (c) Simultaneous irradiation and thermal ageing (for U.S. samples only).

The choice of thermal ageing temperatures in accordance with the chemical composition of the polymers, the temperature during the irradiation tests, the integrated dose, and the dose rates are as specified below unless revised by mutual agreement.

French specimen ageing conditions:

(a) Accelerated thermal ageing

The temperature of thermal ageing will be either 120°C, 140°C, or 160°C in accordance with the chemical composition of the polymers for a period of 10 days (240 hours) for sequentially aged specimens.

(b) Ageing irradiation

Gamma ray irradiation of cobalt 60 to an integrated dose of 25 Mrad(±15%) at a temperature of both 70°C and 28°C and a dose rate of 0.1 Mrad/hr (±50%) in air for sequentially aged specimens.

U.S. specimen ageing conditions:

(a) Accelerated thermal ageing

The temperature of thermal ageing will be 120°C for a period of 15 days (360 hours) for sequentially aged specimens.

(b) Ageing irradiation

Gamma ray irradiation of cobalt 60 to an integrated dose of 25 Mrad (±15%) at a temperature of both 28°C and 70°C and a dose rate of 70 Krad/hr (±50%) in air for sequentially aged specimens. Specimens aged simultaneously (thermal plus irradiation) will all be at a temperature of 120°C and a dose rate of 70 Krad/hr (±50%) in air to an integrated dose of 25 Mrad (±15%).

3.4 ACCIDENTAL THERMODYNAMIC TESTS

(Reference accident, LOCA)

On virgin or pre-aged samples, it is important to determine the respective influence of the stress application conditions of the accidental thermodynamic, chemical and irradiation tests, on the changes in the properties of these polymers, using sequential and simultaneous modes.

3.4.1 Sequential tests

The tests include two sequences, an accidental thermodynamic and chemical part and an irradiation part.

These two tests may be applied to French polymers in a different order:

- . the thermodynamic test followed by irradiation test,
- . irradiation test followed by thermodynamic test.

The U.S. polymer samples will all follow the order:

- . irradiation test followed by thermodynamic test.

The French samples will be tested according to the following conditions:

- . Gamma ray irradiation of cobalt 60 in air, at a dose of 60 Mrad (±15%) with a dose rate of 0.3 Mrad/hr (±50%) at a temperature of both 28°C and 70°C when the thermodynamic test follows the irradiation test and a temperature of 70°C when the irradiation test follows the thermodynamic test.

. Thermodynamic conditions according to the profile given in Figures 1[1] and 2[1] attached to Appendix A. The duration of the tests will be about 200 hours, corresponding to a first thermal shock followed by a second thermal shock and then the test cycle described by the curve.

The U. S. samples will be tested according to the following conditions:

. Gamma ray irradiation of cobalt 60 in air, at a dose of 60 Mrad (±15%) with a dose rate of 0.3 Mrad/hr (±50%) at a temperature of both 28°C and 70°C.

. Thermodynamic conditions according to the profile given in Figures 1 and 2 attached to Appendix A. The duration of the tests will be about 200 hours, corresponding to a first thermal shock followed by a second thermal shock, and then the test cycle described by the curve. The test of U. S. samples will be repeated using both air and nitrogen as inert gas for injection along with the steam.

[1] Not printed.

3.4.2. Simultaneous tests

These tests will be performed by simultaneously applying the stresses listed below and will be conducted in the containment of the Poseidon irradiator:

. Thermodynamic conditions according to the profile given in Figures 1 and 2 attached to Appendix A. The duration of the tests will be about 200 hours, corresponding to a first thermal shock followed by a second thermal shock, and then the test cycle described by the curve. The test will include simultaneously gamma ray irradiation of cobalt 60 in air at a dose of 60 Mrad (±15%) and a dose rate of 0.3 Mrad/hr (±50%).

The test in the case of the U.S. samples will be run using both air and nitrogen additions to the steam during thermodynamic conditions.

3.5 POST-ACCIDENT

The tests will be performed in an oven at a temperature of 100°C with relative humidity of 100% for ten days, on all the samples.

4 MEASUREMENTS

To determine the behavior of the materials during the different test phases, the following measurements will be taken:

- on virgin materials,
- on materials between the thermal ageing and irradiation ageing phases,
- on materials at the end of normal operation simulation tests,
- on materials at the end of the accident irradiation,
- on materials at the end of the post LOCA test cycle.

Measurements

- Mechanical properties

  Determination of the break stess and elongation at break. Measurements taken on elastomers (cable sheaths, dumbbells and cable insulators).

  Bend test on cable sheaths. (French samples only)

  Determination of residual deformation in compression, on O-rings. (French samples only)

- Electrical properties (French samples only)

  Measurements of insulation resistance on cable insulators, connector sockets and filler resins.

  Measurements of dielectric rigidity on the same samples.

  Measurements of dielectric breakdown on the same samples.

5 DISTRIBUTIONS OF TASKS

The overall test program will be conducted in close cooperation between the French and American parties. Technical meetings will be arranged between the parties to specify the number of samples and finalize the test program. After agreement each party will supply samples in adequate numbers.

The American party will perform the normal operation simulation tests in the United States on all the samples (American and French).

The French party will perform the accidental thermodynamic tests and post-accident tests on all the samples on the Poseidon irradiation and CESAR test facilities in France.

The measurement of sample properties will be taken by the American party for the American samples and by the French party for the French samples.

A number of samples will be exchanged in order to calibrate the French and American measurement instruments.

Both parties will exchange the technical and scientific information necessary for performance of the tests.
A final Report will be prepared, under the responsibility of the American and French co-authors, for unrestricted publication.

We propose scheduling the tests over a period of three years.

A C C O R D
ENTRE LA
COMMISSION DE REGLEMENTATION NUCLEAIRE DES ETATS-UNIS (USNRC)
ET LE
COMMISSARIAT A L'ENERGIE ATOMIQUE (CEA)
CONCERNANT LA
QUALIFICATION NUCLEAIRE DES MATERIAUX
A BASE DE POLYMERES

Les Parties Contractantes :

ATTENDU que la Commission de Réglementation Nucléaire des Etats-Unis (ci-dessous désignée sous le sigle USNRC) et le Commissariat à l'Energie Atomique (ci-dessous désigné sous le sigle CEA) ont un intérêt mutuel à coopérer dans le domaine de la recherche en matière de sûreté des réacteurs à eau légère ; et

ATTENDU que la USNRC et le CEA coopèrent depuis de nombreuses années dans le domaine de la recherche en matière de sûreté des réacteurs à eau légère, à l'origine, en vertu de l'accord d'échange technique signé entre la Commission à l'Energie Atomique des Etats-Unis et le CEA, puis, en vertu du nouvel accord d'échange technique (ci-dessous désigné l' "accord NRC-CEA sur les réacteurs à eau ordinaire", signé le 12 septembre 1980 ; et

ATTENDU que, sous réserve de la mise en place des budgets appropriés, l'USNRC commandite un programme de recherche en matière de sûreté, dans le cadre des LABORATOIRES SANDIA, en ce qui concerne la qualification des matériaux placés sous condition LOCA ;

ATTENDU que le CEA met en oeuvre un programme de recherche en matière de sûreté concernant la qualification nucléaire des matériaux à base de polymères ;

ATTENDU que l'USNRC et le CEA ont exprimé leur intention d'engager une collaboration dans le cadre d'un programme de qualification de matériaux

SONT CONVENUS DE CE QUI SUIT :

Article 1 - OBJET

1.1 L'USNRC et le CEA, conformément aux dispositions du présent accord et sous réserve des lois, règlements et de la politique nationale en vigueur dans leur pays respectif, joindront leurs efforts en matière de recherche relative à l'établissement d'un programme de qualification décrit à l'Annexe A, ou tel qu'il sera modifié par avenant.

1.2 Le programme de recherche est destiné à déterminer les effets provenant des conditions d'essais, lors du déroulement des essais de référence en matière de simulation d'accident (LOCA), réalisés de façon isolée ou simultanée (accident thermique-hydraulique, chimique et/ou sous des conditions d'irradiation). Le CEA a aménagé l'installation d'essai "CESAR", au Centre de Recherches Nucléaires de SACLAY, en vue de soumettre, à l'occasion d'essais de référence en matière de simulation d'accident, des échantillons de polymères à diverses épreuves isolées ou simultanées. Cette installation, ainsi que l'installation LICA de SANDIA, seront utilisées pour effectuer des essais sur un nombre égal d'échantillons en provenance des deux parties.

1.3 Le programme de travail technique énoncé à l'Annexe A constitue le programme de base devant être effectué par SANDIA pour l'USNRC et par le CEA.

Article 2 - ETENDUE DU PRESENT ACCORD

2.1 L'USNRC procurera le personnel nécessaire, les échantillons, les équipements et les services nécessaires à la réalisation du programme de qualification tel que décrit à l'Annexe A, ou modifié par avenant, sous réserve de la mise en place des budgets appropriés.

2.2 Le CEA procurera le personnel nécessaire, les échantillons, les équipements et les services nécessaires à la réalisation du programme de qualification tel que décrit à l'Annexe A, ou modifié par avenant, sous réserve de la mise en place des budgets appropriés.

2.3 Chacune des parties aura accès à toutes les données relatives aux expérimentations et pourra envoyer, sous forme de détachement de personnel, des représentants qui participeront au programme ou qui effectueront des visites dans les installations de l'autre partie.

2.4 Un rapport définitif sera préparé sous la responsabilité conjointe des rédacteurs français et américains, en vue d'une libre publication. Toutes les autres publications ayant trait audit programme mentionneront cette collaboration. Les rapports d'avancement des travaux et les rapports provisoires seront préparés par chacune des parties et communiqués à l'autre.

2.5 Chacune des parties supportera les coûts de sa participation et, en outre, sera responsable de l'expédition des échantillons envoyés à l'autre partie.

Article 3 - DIRECTION DU PROGRAMME

3.1 Chaque partie devra nommer un représentant officiel qui sera responsable de l'approbation et de la planification des travaux à exécuter dans le cadre du programme de Qualification. Les représentants officiels se rencontreront lorsque cela apparaîtra nécessaire et, au moins, environ une fois par an, afin d'examiner le déroulement des travaux dans le cadre du présent accord et de recommander des modifications visant à améliorer et à développer la coopération.

Article 4 - ECHANGE ET USAGE DES CONNAISSANCES

Les parties sont d'accord pour que les dispositions relatives à l'échange et à l'usage des connaissances, fixées à l'Article 5 de l'accord NRC/CEA sur les réacteurs à eau ordinaire précité, s'appliquent au présent accord.

Article 5 - LITIGES

Tout litige entre l'USNRC et le CEA relatif à l'exécution et à l'interprétation du présent accord qui n'aurait pas reçu de solution satisfaisante, après négociation entre les représentants des parties, ou par tout autre moyen de règlement accepté par elles, devra être soumis pour règlement aux administrateurs désignés en vertu de l'accord NRC/CEA sur les réacteurs à eau ordinaire.

Article 6 - BREVETS

Les parties acceptent que les dispositions relatives aux brevets, fixées à l'Article 6 de l'accord NRC/CEA sur les réacteurs à eau ordinaire, s'appliquent au présent accord.

Article 7 - DISPOSITIONS FINALES

7.1 Le présent accord entrera en vigueur dès sa signature par les parties et restera en vigueur pendant trois (3) ans.

7.2 Chacune des parties pourra se retirer du présent accord après avoir adressé à l'autre partie notification écrite de son désir de se retirer six (6) mois avant la prochaine date anniversaire du présent accord.

Fait en double exemplaire, en langue française et en langue anglaise, chaque exemplaire faisant également foi.

Pour la COMMISSION DE REGLEMENTATION NUCLEAIRE des ETATS-UNIS,

PAR :

TITRE : Directeur Exécutif des Opérations

DATE : June 23, 1982[1]

Pour le COMMISSARIAT à l'ENERGIE ATOMIQUE,

PAR : P. Tanguy

TITRE : Directeur de l'Institut de Protection et de Sûreté Nucléaire

DATE : 14 Mai 1982

[1] First date of signature by U.S. of English text, Apr. 23, 1982, considered official date of agreement.

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PEACE CORPS

Agreement Between the UNITED STATES OF AMERICA and HAITI

Effected by Exchange of Notes
Signed at Port-au-Prince August 12 and 13, 1982

S9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89-497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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Washington, D.C. 20402

HAITI

Peace Corps

Agreement effected by exchange of notes
Signed at Port-au-Prince August 12 and 13, 1982;
Entered into force August 13, 1982.

The American Ambassador to the Haitian Secretary of State for Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA

Port-au-Prince, August 12, 1982

No. 317

Excellency:

I have the honor to refer to recent conversations between representatives of our two Governments and to propose the following understandings with respect to the men and women of the United States of America who volunteer to serve in the Peace Corps and who, at the request of your Government, would live and work for periods of time in the Republic of Haiti. In these conversations your Government has indicated that it would welcome Peace Corps Volunteers.

I have the honor to propose the following understandings with respect to the Peace Corps:

1. The Government of the United States will furnish such Peace Corps Volunteers as may be requested by the Government of the Republic of Haiti to perform mutually agreed tasks in the Republic of Haiti. The volunteers will work under the supervision of organizations designated by the Government of the Republic of Haiti. The Government of the United States will provide training to enable the volunteers to perform these agreed tasks effectively.

2. The Government of the Republic of Haiti will accord equitable treatment to Peace Corps Volunteers both as to

His Excellency

Jean-Robert Estimé

Secretary of State for Foreign Affairs

their persons and their property; afford them full aid and protection including the same treatment as that accorded generally to nationals of the United States residing in the Republic of Haiti, and fully inform and cooperate with the representatives of the Government of the United States of America with respect to all matters concerning the volunteers.

3. To enable the Government of the United States to discharge its responsibilities under this Agreement, the Government of the Republic of Haiti agrees to receive a Peace Corps Representative and employees, and other persons performing functions under this Agreement.

4. The Government of the Republic of Haiti will exempt from taxes, customs duties and other charges in respect to vehicles, plant, equipment and supplies introduced into or acquired in the Republic of Haiti by the Government of the United States, or its duly authorized representatives, in connection with Peace Corps programs.

5. The Government of the Republic of Haiti will exempt Peace Corps volunteers, the Peace Corps Representative, and employees, and such other persons as approved by the Government of the Republic of Haiti performing functions under this Agreement from immigration fees, from all taxes on income derived from their Peace Corps work or from sources outside the Republic of Haiti, and from all other taxes, charges and fees, except those included in the price of equipment, supplies and services.

6. The Government of the Republic of Haiti will also exempt volunteers and such other persons as approved by the Government of the Republic of Haiti performing functions under this Agreement, from all customs duties or other charges on their personal and household effects introduced into the Republic of

Haiti for their own use at the time of their arrival and up to six months after their arrival.

7. The Government of the Republic of Haiti will accord the Peace Corps Representative and his United States citizen employees the same treatment with respect to the payment of customs duties, or other charges, on their personal and household effects introduced for their own use at any time during their stay in the Republic of Haiti as is accorded to diplomatic personnel of the Embassy of the United States in the Republic of Haiti.

8. The Government of the Republic of Haiti will exempt from investment and deposit requirements and currency controls, and all taxes on the conversion of currency, all funds introduced into the Republic of Haiti for use hereunder by the Government of the United States or its duly authorized representatives. Such funds shall be convertible into currency of the Republic of Haiti at the highest legal rate of exchange.

9. Appropriate representatives of the Government of the United States of America and the Government of the Republic of Haiti may make at any time such modifications and arrangements with respect to Peace Corps volunteers and the Peace Corps programs in the Republic of Haiti as appear necessary or desirable for purposes of implementing this Agreement.

10. The undertakings of each Government herein are subject to the availability of funds and to the applicable laws of that Government.

11. The Government of the Republic of Haiti reserves the right to request of the Government of the United States of America to recall within 72 hours any volunteer, the Peace Corps Representative, any employee, or other person performing functions under this Agreement whose behavior would be judged unacceptable by the Government of the Republic of Haiti.

Finally, I have the honor to propose that this note and your Government's reply note concurring therein shall constitute an Agreement between our two Governments which shall enter into force on the date of your Government's reply note and which shall remain in force until ninety days after the date of written notification from either Government to the other of an intent to terminate it.

Accept, Excellency, the assurances of my highest consideration.

Ernest H. Preeg [*]

---

[*] Ernest H. Preeg.

The Haitian Secretary of State for Foreign Affairs to the American Ambassador

Département des Affaires Etrangères

Republique d'Haïti

Port-au-Prince, le 13 Août 1982

Monsieur l'Ambassadeur,

J'ai l'honneur de me référer aux conversations tenues récemment entre les représentants de nos deux Gouvernements et relatives à l'assistance technique que peuvent apporter au développement de la République d'Haiti des Volontaires Américains du Corps de la Paix, pour vous communiquer la décision du Gouvernement Haitien d'accueillir favorablement dans le cadre d'un accord précis, l'établissement en Haiti d'un programme du Corps de la Paix.

Les représentants de nos deux Gouvernements ont convenu ce qui suit :

1.- Le Gouvernement des Etats-Unis fournira des volontaires du Corps de la Paix sur la demande qu'en fera le Gouvernement de la République d'Haiti pour accomplir en République d'Haiti des tâches déterminées d'un commun accord. Les Volontaires travailleront sous la supervision d'organisations désignées par le Gouvernement de la République d'Haiti. Le Gouvernement dew Etats-Unis assurera la formation des Volontaires afin de permettre à ceux-ci d'accomplir de manière efficace les tâches agréées.

2.- Le Gouvernement de la République d'Haiti accordera un traitement équitable tant aux Volontaires du Corps de la Paix qu'à leurs biens; il leur assurera son aide et sa protection entières, y compris le même traitement que celui accordé généralement aux ressortissants américains résidant en République d'Haiti, et informera pleinement et coopérera avec les représentants du Gouvernement des Etats-Unis d'Amériqu en ce qui concerne toutes les questions relatives aux volontaires.

S. E. M. Ernest H. FREEG
Ambassadeur des Etats-Unis
d'Amérique en Haiti.

3.- Afin de permettre au Gouvernement des Etats-Unis de s'acquitter de ses obligations conformément aux dispositions du présent Accord, le Gouvernement de la République d'Haiti accepte de recevoir un Représentant du Corps de la Paix et les employés et autres personnes accomplissant des tâches dans le cadre du présent Accord.

4.- Le Gouvernement de la République d'Haiti exonérera de tous impôts, droits de douane et autres droits, tous véhicules, tous aménagements, tous équipements et toutes fournitures introduits ou acquis en République d'Haiti par le Gouvernement des Etats-Unis ou par tous représentants dûment autorisés dans le cadre des programmes du Corps de la Paix.

5.- Le Gouvernement de la République d'Haiti exonérera les volontaires du Corps de la Paix, le représentant du Corps de la Paix les employés et autres personnes approuvées par le Gouvernement de la République d'Haiti accomplissant des tâches dans le cadre de cet accord, de tous droits d'immigration, de tous impôts sur le revenu provenant de leur travail au Corps de la Paix ou dont la source se trouve en dehors de la République d'Haiti, et de tous autres impôts, droits et taxes, à l'exception de ceux compris dans le prix de l'équipement, des fournitures et services.

6.- Le Gouvernement de la République d'Haiti exonérera les Volontaires et autres personnes approuvées par le Gouvernement de la République d'Haiti accomplissant des tâches dans le cadre de cet Accord, de tous droits de douane ou autres droits sur les biens mobiliers introduits en République d'Haiti pour leur propre usage au moment de leur arrivée et jusqu'à six mois après leur arrivée.

7.- Le Gouvernement de la République d'Haiti accordera au Représentant du Corps de la Paix et aux employés de nationalité américaine le même traitement en ce qui concerne le paiement des droits de douane ou autres droits sur les biens mobiliers introduits en Haiti pour leur propre usage à tout moment pendant leur séjour comme cela est accordé au personnel diplomatique de l'Ambassade des Etats-Unis dans la République d'Haiti.

8.- Le Gouvernement de la République d'Haiti exonérera des obligations qui régissent les investissements et les dépôts de fonds, et des controles de changes et de tous impôts sur la conversion des monnaies, tous les fonds introduits en République d'Haiti aux fins d'utilisation en vertu du présent accord par le Gouvernement des Etats-Unis ou par ses représentants dûment autorisés. Lesdits fonds seront convertibles en monnaie de la République d'Haiti au taux légal le plus élevé.

9.- Les représentants appropriés du Gouvernement des Etats-Unis d'Amérique et du Gouvernement de la République d'Haiti pourront porter à n'importe quel moment, des modifications et des arrangements nécessaires et souhaitables à la mise en oeuvre du présent Accord, en ce qui concerne les Volontaires du Corps de la Paix et les programmes du Corps de la Paix en République d'Haiti.

10.- Les engagements pris par chaque Gouvernement dans le cadre du présent Accord sont subordonnés à la disponibilité des fonds et aux lois applicables dudit Gouvernement.

11.- Le Gouvernement de la République d'Haiti se réserve le droit de demander au Gouvernement des Etats-Unis d'Amérique de rappeler dans 72 heures tous Volontaires, tout Représentant du Corps de la Paix, tous employés ou autres personnes accomplissant des tâches dans le cadre de cet accord, dont le comportement serait jugé inacceptable par le Gouvernement de la République d'Haiti.

Enfin, j'ai l'honneur de proposer que cette note constitue un Acco[illegible] en vigueur à partir de cette date entre le Gouvernement des [illegible]ats-Unis d'Amérique et Celui de la République d'Haiti. Cet accord demeurera en vigueur jusqu'à quatre vingt dix jours après notification écrite de l'un des deux Gouvernements à l'autre de son intention d'y mettre fin.

Je saisis l'occasion, Monsieur l'Ambassadeur des Etats-Unis d'Amérique, pour vous renouveler l'expression de ma haute considération.

TRANSLATION

Republic of Haiti
Department of Foreign Affairs

Port-au-Prince, August 13, 1982

Mr. Ambassador:

I have the honor to refer to recent conversations between representatives of our two Governments regarding the technical assistance that American Peace Corps Volunteers can bring to the development of the Republic of Haiti in order to inform you of the decision of the Haitian Government to approve, in the framework of a specific agreement, the establishment of a Peace Corps program in Haiti.

The representatives of our two Governments have agreed as follows:

[For the English language text, see pp. 2-5.]

I avail myself of this opportunity, Mr. Ambassador, to renew to you the assurances of my high consideration.

Jean-Robert Estimé

His Excellency
Ernest H. Preeg,
Ambassador of the United States
of America in Haiti.

GPO 1985 48-426 (0800)

10446

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10446

TRADE IN TEXTILES AND TEXTILE PRODUCTS

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Agreement Between the
UNITED STATES OF AMERICA
and MEXICO

Amending the Agreement of
February 26, 1979, as Amended
and Extended

Effected by Exchange of Letters
Signed at Washington July 26 and
August 19, 1982

S 9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89-497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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MEXICO

Trade in Textiles and Textile Products

Agreement amending the agreement of February 26, 1979, as amended and extended.
Effected by exchange of letters
Signed at Washington July 26 and August 19, 1982;
Entered into force August 19, 1982.

The Deputy Assistant Secretary of State, Trade and Commercial Affairs, to the Mexican Ambassador

DEPARTMENT OF STATE

Washington, D.C. 20520

JUL 26 1982

His Excellency
Bernado Sepulveda
Ambassador of Mexico
2829 - 16th Street, N.W.
Washington, D.C. 20009

Excellency:

I refer to paragraph 19 of the Agreement between Mexico and the United States regarding Trade in Cotton, Wool and Man-made Fiber Textiles and Textile Products, with Annexes, effected by exchange of notes dated February 26, 1979, as amended,[1] ("The Agreement"), and extended by exchange of notes dated December 23 and 24, 1981.[2] I also wish to refer to discussions betwen representatives of the Government of the United States of America and the Government of the United Mexican States in Mexico City concerning exports from Mexico to the U.S. of products classified in textile categories 353, 354, 653, and 654.

On behalf of my Government, I wish to propose that Annex A of the Agreement be amended to include the following cotton and man-made fiber apparel categories:

Category	Description	Conversion Factor	Unit of Measure
353	Down and Feather-filled coats, jackets and vests, W, G and I	41.3	DZ.
354	Down and Feather-filled coats, jackets and vests, M and B	41.3	DZ.
653	Down and Feather-filled coats, jackets and vests, W, G and I	41.3	DZ.
654	Down and Feather-filled coats, jackets and vests, M and B	41.3	DZ.

[1] TIAS 9419, 9662, 9773, 9839, 9912; 30 UST 3643; 31 UST 5127; 32 UST.
[2] TIAS 10324; 33 UST.

If this proposal is acceptable to your Government, this letter and your letter of confirmation on behalf of your Government shall constitute an amendment to the Agreement.

Sincerely,

Teresita C. Schaffer, Acting
Deputy Assistant Secretary
Trade and Commercial Affairs
Bureau of Economic and
Business Affairs

The Mexican Ambassador to the Deputy Assistant Secretary of State, Trade and Commercial Affairs

Embajada de México

No. C2618

Exp.73-0/

Washington, D.C., a 19 de agosto de 1982.

Sr. Denis Lamb
Deputy Assistant Secretary
Trade and Commercial Affairs,
Bureau of Economic and Business Affairs
Department of State,
Washington, D.C. 20520

Estimado señor Lamb:

Tengo el honor de acusar recibo de su comunicación de fecha 26 de julio de 1982, en la que hace referencia al párrafo 19 del Convenio entre México y los Estados Unidos sobre Comercio de Textiles de Algodón, Lana y Fibras Artificiales, del 26 de febrero de 1979 modificado ("Acuerdo") y prorrogado mediante intercambio de notas del 23 y 24 de diciembre de 1981.

Por este medio, deseo expresarle la aceptación de mi Gobierno a la propuesta de modificar el Anexo "A" del "Acuerdo" para incluir nuevos productos clasificados en categorías 353, 354, 653 y 654, que corresponden a confecciones que contienen plumas de ganso; propuesta que concuerda con los arreglos a que se llegó en conversaciones previas celebradas entre representantes de ambos Gobiernos.

Por lo tanto, su comunicación y ésta de respuesta, constituirán una enmienda al Convenio.

Atentamente,

B. Sepúlveda

Bernardo Sepúlveda
Embajador

TRANSLATION

Embassy of Mexico

No. 73-0/02618

Washington, D.C., August 19, 1982

Mr. Denis Lamb
Deputy Assistant Secretary
Trade and Commercial Affairs
Bureau of Economic and Business Affairs
Department of State
Washington, D.C. 20520

Dear Mr. Lamb:

I have the honor to acknowledge receipt of your communication of July 26, 1982, referring to paragraph 19 of the Agreement between Mexico and the United States regarding Trade in Cotton, Wool, and Man-made Fiber Textiles of February 26, 1979, as amended, ("the Agreement"), and extended by exchange of notes dated December 23 and 24, 1981.

By this means I wish to express the acceptance of my Government to the proposal to amend Annex A of the Agreement to include new products classified in categories 353, 354, 653, and 654, i.e., apparel containing goose feathers. This proposal is consistent with the arrangements reached in previous discussions between representatives of both Governments.

Accordingly, your communication and this reply shall constitute an amendment to the Agreement.

Sincerely,

B. Sepulveda

B. Sepúlveda
Ambassador

GPO 1985 48-427 (12800)

1447

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10447

TELECOMMUNICATIONS

Assignment of Television Channels Along United States-Mexican Border

Agreement Between the
UNITED STATES OF AMERICA
and MEXICO

Amending the Agreement of
April 18, 1962, as Amended

Effected by Exchange of Notes
Signed at Washington December 22, 1981
and August 17, 1982

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9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89-497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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MEXICO

Telecommunications: Assignment of Television Channels Along United States-Mexican Border

Agreement amending the agreement of April 18, 1962, as amended.
Effected by exchange of notes
Signed at Washington December 22, 1981 and August 17, 1982;
Entered into force August 17, 1982.

The Mexican Ambassador to the Secretary of State

ESTADOS UNIDOS MEXICANOS

Señor Secretario:

Por instrucciones de mi Gobierno me permito informar a Vuestra Excelencia que, con referencia al Acuerdo relativo a la Asignación y Uso de Canales de Televisión a lo largo de la Frontera entre los Estados Unidos Mexicanos y los Estaods Unidos de América, celebrado por canje de Notas del 18 de abril de 1962, y de acuerdo con la coordinación efectuada entre la Dirección General de Telecomunicaciones de la Secretaría de Comunicaciones y Transportes y la Comisión Federal de Comunicaciones (FCC), se propone adicionar el Canal 4 para Monterrey, Nuevo León, en la tabla "A" del Acuerdo de referencia en la siguiente forma:

1.- Canal:	4 -
2.- Distintivo de llamada:	NUEVO
3.- Ubicación propuesta para el transmisor:	Monterrey, N.L. Latitud 25° 39' 03" LN Longitud 100° 18' 38" LW
4.- Potencia efectiva radiada:	100 KW (Video)
5.- Antena:	Altura total sobre el terreno: 60m Altura total sobre el nivel del mar: 730m Altura promedio con relación al nivel del terreno: -26.75m

6.- Directividad de la antena en el omnidireccional plano horizontal.

Asimismo, se propone que se suprima el Canal 3+ y se adiciones el Canal 2+ para la mencionada ciudad de Monterrey, N.L., modificando igualmente la tabla "A" del Acuerdo en cuestión, en la

Excelentísimo señor
Alexander M. Haig, Jr.
Secretario de Estado,
Washington, D.C.

siguiente forma:

1.- Canal:	2+
2.- Distintivo de llamada:	XEFB-TV (Operando en 3+)
3.- Ubicación del transmisor:	Monterrey, N.L.
	Latitud 25° 40' 11" LN
	Longitud 100° 18' 25" LW
4.- Potencia efectiva radiada:	100 KW (Video)
5.- Antena:	Altura total sobre el terreno: 75m
	Altura total sobre el nivel del mar: 1125m
	Altura promedio con relación al nivel del terreno: 291.5m

6.- Directividad de la antena en el omnidireccional plano horizontal.

El Gobierno de los Estados Unidos Mexicanos desearía saber si la anterior propuesta es aceptable para el Gobierno de los Estados Unidos de América y, de ser así, propone que esta Nota y la Nota de respuesta de Vuestra Excelencia constituyan un Acuerdo que modifique el Acuerdo relativo a la Asignación y Uso de Canales de Televisión a lo largo de la Frontera entre los Estados Unidos Mexicanos y los Estados Unidos de América, el cual entraría en vigor en la fecha de la nota de Vuestra Excelencia.

Aprovecho la oportunidad para renovar a Vuestra Excelencia las seguridades de mi más alta y distinguida consideración.

Washington, D.C., a 22 de diciembre de 1981

Hugo B. Margáin
Embajador

The Secretary of State to the Mexican Ambassador

DEPARTMENT OF STATE
WASHINGTON

August 17, 1982

Excellency:

I have the honor to acknowledge receipt of your note No. 965 dated December 22, 1981, which in English translation reads as follows:

"Mr. Secretary: On the instructions of my Government I wish to inform Your Excellency that with respect to the Agreement relating to the assignment and use of television channels along the United States-Mexican border effected by exchange of notes on April 18, 1962,[1] and in accordance with cooperation between the Telecommunications Bureau of the Department of Communications and Transport and the Federal Communications Commission (FCC), it is proposed that Channel 4 be added to Monterrey, Nuevo Leon, in Table A of the aforementioned Agreement in the following manner:

1.	Channel	4 -
2.	Call Letters	New
3.	Proposed Transmitter location	Monterrey, N.L. Latitude 25°39'03" North Longitude 100°18'38" West

His Excellency

Bernardo Sepulveda Amor,

Ambassador of Mexico.

[1] TIAS 5043, 8185, 9641, 9746; 13 UST 997; 26 UST 2700; 31 UST 4810; 32 UST.

4.	Effective radiated power	100 kw (video)
5.	Antenna	Total height above ground level: 60m Total height above sea level: 730m Average height with respect to ground level: -26.75m
6.	Antenna directivity in omnidirectional horizontal plane.	

"It is also proposed that Channel 3+ be eliminated and Channel 2+ be added for the aforementioned city of Monterrey, N.L., amending Table A of the above-mentioned Agreement as follows:

1.	Channel	2+
2.	Call Letters	XEFB-TV (Operating on 3+)
3.	Transmitter location	Monterrey, N.L. Latitude 25°40'11" North Longitude 100°18'25" West
4.	Effective radiated power	100 kw (video)
5.	Antenna	Total height above ground: 75m Total height above sea level: 1125m Average height with respect to ground level: 291.5m
6.	Antenna directivity in omnidirectional horizontal plane.	

"The Government of the United Mexican States wishes to know if the foregoing proposal is acceptable to the Government of the United States of America. If so, it proposes that this note together with your reply constitute an Agreement amending the Agreement relating to the assignment and use of television channels along the United States-Mexican border, effective on the date of Your Excellency's Note."

In reply, I have the honor to inform you that the Government of the United States of America agrees with the proposal transcribed above, and therefore, considers that your note and this reply constitute an amendment to the Agreement on the Assignment of Television Channels Along the United-States Mexican Border, which will enter into force on the date of this note.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest and most distinguished consideration.

For the Secretary of State

James Ferrer, Jr. [1]

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[1] James Ferrer, Jr.

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AGRICULTURAL COMMODITIES

Agreement Between the
UNITED STATES OF AMERICA
and PERU

Signed at Lima April 5, 1982

S. 10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89-497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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PERU

Agricultural Commodities

Agreement signed at Lima April 5, 1982;
Entered into force April 5, 1982.

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA
AND THE GOVERNMENT OF THE REPUBLIC OF PERU
FOR THE SALE OF AGRICULTURAL COMMODITIES

The Government of the United States of America and the Government of the Republic of Peru agree to the sale of agricultural commodities specified below. This agreement shall consist of the preamble and Parts I and III of the Agreement signed April 26, 1978,[1] together with the following Part II:

Part II. PARTICULAR PROVISIONS:

Item I COMMODITY TABLE:

Commodity	Supply Period (United States Fiscal Year)	Approximate Quantity (Metric Tons)	Maximum Export Market Value (Dols. Million)
Rice	1982	55,000	17.0
TOTAL		55,000	17.0

Item II - PAYMENT TERMS: Convertible Local Currency Credit (CLCC)

(A) Initial Payment - Five (5) Percent;

(B) Currency Use Payment - Five (5) Percent for Section 104 (a) purposes;

(C) Number of Installment Payments - Seventeen (17);

(D) Amount of each Installment Payment - Approximately equal annual amounts;

(E) Due Date of First Installment Payment - Four (4) years after the date of last delivery of commodities in each calendar year;

(F) Initial Interest Rate - Three (3) Percent;

(G) Continuing Interest Rate - Four (4) Percent.

Item III - USUAL MARKETING TABLE:

Commodity	Import Period (United States Fiscal Year)	Usual Marketing Requirement (Metric Tons)
Rice	1982	39,000

[1] TIAS 9604; 30 UST 7662.

Item IV - EXPORT LIMITATIONS:

(A) The export limitation period shall be United States Fiscal Year 1982, or any subsequent United States Fiscal Year during which commodities financed under this agreement are being imported or utilized.

(B) For the purposes of Part I, Article III, A (4) of this Agreement, the commodities which may not be exported are: for rice--rice in the form of paddy, brown or milled.

Item V - SELF-HELP MEASURES:

(A) The Government of Peru agrees to undertake self-help measures to improve the production, storage, and distribution of agricultural commodities. The following self-help measures shall be implemented to contribute directly to development progress in poor rural areas and enable the poor to participate actively in increasing agricultural production through small farm agriculture.

(B) The Government of Peru agrees to undertake the following activities and in doing so to provide adequate financial, technical and managerial resources for their implementation:

(1) Research and Extension:

Support research, extension and education activities for tropical/sub-tropical soil use and management to assist jungle farmers to improve productivity levels through the adoption of appropriate soil and water conservation practices.

(2) Title II Support:

(a) CARE Pueblo Joven Program: Provide materials and equipment for social infrastructure (schools, health posts, potable water systems, etc.) in the pueblos jovenes surrounding Lima.

(b) Provide funding for transportation, warehousing, and distribution of PL 480[1] School Feeding and PVO programs.

(3) Cooperacion Popular:

Provide funding for a nationwide self-help public works program to create employment and low-cost physical infrastructure such as, access roads, rural schools, small-scale irrigation systems. etc.

(4) Farm to Market Roads:

Support trunk road maintenance/construction in high jungle areas.

[1] 68 Stat. 454; 7 U.S.C. § 1701 *et seq.*

Item VI - ECONOMIC DEVELOPMENT PURPOSES FOR WHICH PROCEEDS ACCRUING TO IMPORTING COUNTRY ARE TO BE USED:

(A) The proceeds accruing to the importing country from the sale of commodities financed under this Agreement will be used to help finance activities which directly improve the lives of the poorest of the recipient country's people and their capacity to participate in the development of their country.

(B) To this end, first priority will be given to providing necessary local currency contributions to projects financed by the Agency for International Development in the fields of Food, Nutrition, and Rural Development as identified in a Memorandum of Understanding to be signed within the next sixty (60) days[1] between the Government of the United States and the Government of Peru for the use of proceeds from sales of agricultural commodities under this agreement and as identified in any subsequent amendments to the Memorandum of Understanding. The Government of Peru agrees to make adequate provisions for counterpart contributions to projects identified in the Memorandum of Understanding between the signing of this agreement and the actual generation of local currency through the sale of PL 480 Title I commodities.

(C) Second priority will be given to general support of the Government of Peru investment budget for development projects of mutual interest to the Government of Peru and the U.S. Special emphasis will be given to the Government of Peru's program of Cooperacion Popular and to the construction and maintenance of penetration roads in the Peruvian high jungle, as identified in the Memorandum of Understanding.

(D) A procedure for the identification of these projects is set out in the Memorandum of Understanding. Three months after the signing of this agreement and at three month intervals thereafter the Ministry of Economy, Finance and Commerce shall provide to the USAID Mission in Peru a report on the use and disbursement of local currencies generated under this agreement.

IN WITNESS WHEREOF, the respective representatives, duly authorized for the purpose, have signed the present agreement. Done at Lima, in duplicate, the fifth day of April 1982.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

By: Frank V. Ortiz
Frank Ortiz

Title: Ambassador

FOR THE GOVERNMENT OF THE REPUBLIC OF PERU

By: Ismael Benavides

Title: Vice-Minister of Finance
Ministry of Economy, Finance and Commerce

[1] Signed Nov. 1, 1982. Not printed.

CONVENIO ENTRE EL GOBIERNO DEL PERU Y EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA PARA LA VENTA DE PRODUCTOS AGRICOLAS

El Gobierno de los Estados Unidos de América y el Gobierno de la República del Perú convienen en la venta de los productos agrícolas especificados más adelante. Este convenio consistirá del preámbulo y de las Partes I y III del Convenio firmado el 26 de Abril de 1978, conjuntamente con la siguiente Parte II:

Parte II CONDICIONES PARTICULARES

Item I TABLA DE PRODUCTOS:

Producto	Período de Suministro (Año Fiscal de los Estados Unidos)	Cantidad Aproximada (Ton. Métrica)	Valor Máximo del Mercado de Exportación (Millones de Dólares)
Arroz	1982	55,000	17.0
TOTAL		55,000	17.0

Item II - CONDICIONES DE PAGO: Crédito en Moneda Local Convertible (CMLC)

(A) Pago Inicial - Cinco (5) por ciento:

(B) Fondo de Contrapartida - Cinco (5) por ciento para fines de la Sección 104 (a) de la Ley Pública 480;

(C) Número de Cuotas de Pago - Diecisiete (17);

(D) Monto de cada Amortización - Sumas anuales aproximadamente iguales;

(E) Fecha de Vencimiento de la Primera Cuota de Amortización - Cuatro (4) años después de la fecha de la última entrega de productos en cada año calendario.

(F) Tasa de Interés Inicial - Tres (3) por ciento;

(G) Tasa de Interés Vigente - Cuatro (4) por ciento.

Item III - TABLA DE COMERCIALIZACION USUAL:

Producto	Período de Importación (Año Fiscal de EE.UU.)	Requerimientos Normales del Mercado (Toneladas Métricas)
Arroz	1982	39,000

Item IV - LIMITACIONES DE EXPORTACION

(A) El período de limitación de la exportación será el año fiscal de Estados Unidos 1982 o cualquier año fiscal de Estados Unidos posterior durante el cual los productos financiados bajo este convenio están siendo importados o utilizados.

(B) Para los propósitos de la Parte I, Artículo III, A (4) de este Convenio, los productos que no pueden ser exportados son: arroz--arroz con cáscara, descascarado o pilado.

Item V - MEDIDAS DE AUTO AYUDA:

(A) El Gobierno del Perú conviene en llevar a cabo medidas de auto-ayuda para aumentar la producción, almacenaje y distribución de los productos agrícolas. Las siguientes medidas de auto-ayuda deberán implementarse para contribuir directamente al desarrollo de las áreas rurales menos favorecidas y permitir a los pobres participar activamente en el incremento de la producción agrícola mediante la pequeña agricultura.

(B) El Gobierno del Perú conviene en llevar a cabo las siguientes actividades y al hacerlo se compromete a proporcionar los recursos financieros, técnicos y administrativos necesarios para su implementación.

(1) Investigación y Extensión

Apoyar actividades de investigación, extensión y educación para el uso y administración de suelos tropicales/sub-tropicales para ayudar a los agricultores de la ceja de selva a mejorar su nivel de productividad a través de la adopción de prácticas apropiadas sobre conservación de agua y suelo.

(2) Apoyo a Actividades del Título II:

(a) Programa de CARE en los Pueblos Jóvenes: Proporcionar materiales y equipo para infraestructura social (escuelas, postas médicas, sistemas de agua potable, etc.) en los pueblos jóvenes ubicados alrededor de Lima.

(b) Proporcionar financiación para transporte, almacenaje y distribución de los víveres de la Ley Pública 480 de los programas de Alimentación Escolar y Agencias Voluntarias.

(3) Cooperación Popular:

Proporcionar financiación para un programa nacional de obras públicas de auto-ayuda con el propósito de crear empleos y obras de infraestructura física de bajo costo, tales como: caminos de acceso, escuelas rurales, sistemas de irrigación a pequeñas escala, etc.

(4) Carreteras Vecinales (agricultor-mercado)

Apoyar el mantenimiento/construcción de carreteras troncales en áreas de la ceja de selva.

Item VI - FINES DE DESARROLLO ECONOMICO PARA LOS CUALES SE DEBEN UTILIZAR LOS INGRESOS ACUMULADOS POR EL PAIS IMPORTADOR

(A) Los ingresos acumulados por el país importador provenientes de la venta de los productos financiados bajo este convenio, serán utilizados para ayudar a financiar actividades que directamente mejoren las condiciones de vida de las gentes menos favorecidas del país receptor y su capacidad de participar en el desarrollo de su país.

(B) Con este fin, se otorgara primera prioridad al suministro de las contribuciones necesarias de moneda local a los proyectos financiados por la Agencia para el Desarrollo Internacional en los campos de Alimentación, Nutrición y Desarrollo Rural tal como se identifica en un Memorandum de Entendimiento que se firmará dentro del período de sesenta (60) días entre el Gobierno de los Estados Unidos y el Gobierno del Perú para el uso de los ingresos generados de la venta de los productos agrícolas financiados bajo este Convenio y segun se identifique en cualquier enmienda posterior al Memorandum de Entendimiento. El Gobierno del Perú conviene en hacer los arreglos necesarios para proporcionar los fondos de contrapartida requeridos para los proyectos enumerados en el Memorandum de Entendimiento dentro del período de la firma de este convenio y la actual generación de la moneda local a través de la venta de los productos de la Ley Publica 480, Título I.

(C) La segunda prioridad será asignada para apoyo general del presupuesto de inversión del Gobierno del Perú para proyectos de interes mutuo para el Gobierno del Perú y los Estados Unidos. Se dará especial énfasis al Programa del Gobierno Peruano de Cooperación Popular y a la construcción y mantenimiento de carreteras de penetración en la ceja de selva del Perú.

(D) El procedimiento a seguir para la identificación de estos proyectos se establece en el Memorandum de Entendimiento. Tres meses después de la firma de este convenio y posteriormente a intervalos de tres meses, el Ministerio de Economía, Finanzas y Comercio proporcionara a la Misión de AID en el Perú, un informe sobre el uso y desembolso de la moneda local generada bajo este convenio.

EN FE DE LO CUAL, los respectivos representantes, debidamente autorizados para el efecto, han suscrito el presente convenio. Hecho en la ciudad de Lima, este día 5to del mes de abril de mil novecientos ochenta y dos.

POR EL GOBIERNO DE LA REPUBLICA DEL PERU

Por: _____

Manuel Benavides

Titulo: Vice-Ministro de Hacienda

Ministerio de Economía, Finanzas y Comercio

POR EL GOBIERNO DE LOS ESTADOS UNIDOS

Por: Frank V. Ortiz

Frank Ortiz

Titulo: Embajador

GPO 1985 48-429 (12800)

10449

DEFENSE

Basic Logistical Support

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Agreement Between the
UNITED STATES OF AMERICA
and NORWAY

Signed at Stuttgart-Vaihingen and Oslo
January 29 and August 20, 1982

S9. 10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89–497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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NORWAY

Defense: Basic Logistical Support

Agreement signed at Stuttgart-Vaihingen and Oslo January 29 and August 20, 1982;
Entered into force August 20, 1982.

BASIC

SUPPORT AGREEMENT

BETWEEN

THE GOVERNMENT OF THE UNITED STATES OF AMERICA

REPRESENTED BY

THE UNITED STATES EUROPEAN COMMAND

AND

THE GOVERNMENT OF NORWAY

REPRESENTED BY

THE MINISTRY OF DEFENSE

ARTICLE I

Introduction

The Government of the United States of America, represented by the United States European Command, and the Government of Norway, represented by the Ministry of Defense,

Desiring to further the rationalization, interoperability, readiness, and effectiveness of their respective military forces through increased logistics cooperation,

Have resolved to conclude this mutual support agreement.

ARTICLE II

Purpose

This Agreement is entered into on the part of the United States pursuant to the authority of the North Atlantic Treaty Organization Mutual Support Act of 1979 [1] for the purpose of acquisition and transfer of logistic support, supplies, and services. It establishes basic terms and conditions for provision of mutual logistic support, supplies, and services as defined in Article IV, paragraph 1a, of this Agreement.

ARTICLE III

Applicability

1. This Agreement applies only to military forces deployed in Europe and adjacent waters, and in the case of United States Forces to logistic support, supplies, and services in the inventory or otherwise under the jurisdiction and control of United States Forces deployed in Europe and adjacent waters.

2. The parties understand that this Agreement will not be employed in a manner to serve as a routine and normal source for supplies and services reasonably available from United States commercial sources or acquirable from the United States through Foreign Military Sales procedures under the then current Arms Export Control Act.[2]

ARTICLE IV

Definitions

As used in this Agreement and in any implementing arrangements which provide specific procedures, the following definitions apply:

a. Logistic Support, Supplies, and Services. Food, billeting, transportation, petroleum, oils, lubricants, clothing, communication

[1] 94 Stat. 1016; 10 U.S.C. § 2321.
[2] 82 Stat. 1320; 22 U.S.C. § 2751.

services, medical services, ammunition, base operations support (and construction incident thereto), storage services, use of facilities, training services, spare parts and components, repair and maintenance services, and airport and seaport services.

b. Implementing Arrangement. An implementing arrangement is a supplementary arrangement related to specific supplies, services or events, which sets forth the additional details, terms, and conditions which further define and carry out this Agreement.

c. Order or Requisition. An order or requisition, when in its proper form and signed by an authorized official, is a request for the provision of specific logistic support, supplies, or services pursuant to this Agreement and applicable implementing arrangements.

d. Invoice. Invoices are those documents from the supplying party which request reimbursement or payment for specific logistic support, supplies, and services rendered pursuant to this Agreement and the applicable implementing arrangements.

e. United States European Command (USEUCOM) Component Commands. United States Army, Europe (USAREUR); United States Naval Forces, Europe (USNAVEUR); and United States Air Forces in Europe (USAFE).

f. Europe and Adjacent Waters. The North Atlantic Treaty area as defined in the North Atlantic Treaty (amended by The Protocol on the Accession of Greece, Turkey, and the Federal Republic of Germany),[3] excluding North America.

ARTICLE V

Basic Terms and Conditions

1. Each party agrees to utilize its best endeavors, consistent with national priorities, not only in peacetime but also in periods of emergency or active hostilities, including war, to satisfy requests of the other party for logistic support, supplies, and services. When an implementing arrangement contains a stricter standard of compliance it shall apply over the preceding sentence.

2. The parties agree that the transfer of logistic support, supplies, and services between the parties shall be accomplished by orders or requisitions issued and accepted under this Agreement and any applicable implementing arrangements. Implementing arrangements may be negotiated on the part of the United States by USEUCOM, USEUCOM Component Commands, and any other organization or agency authorized by USEUCOM; and on behalf of Norway, the materiel commands of the Armed Forces and any other unit designated by the Ministry of Defense. Whether the transfer is accomplished by orders or requisitions under this Agreement alone or in conjunction with implementing arrangements, the documents taken together must set forth all necessary details, terms, and conditions to carry out the transfer including the data

[3] TIAS 1964, 2390, 3428; 63 Stat. 2241; 4 Bevans 828; 3 UST 43; 6 UST 5707.

elements in Annex A. The parties will endeavor to adopt a standard order form which, when agreed, will become an annex to this Agreement without further formalities. Implementing arrangements will generally identify those authorized to issue and accept orders under the implementing arrangement. The parties will notify each other of specific authorization or limitations on those personnel able to issue or accept orders directly under this agreement or under an implementing arrangement when the implementing arrangement does not state this information. In the case of the United States, these notifications will go directly to and from the USEUCOM Component Command concerning personnel belonging to the Component Command as well as HQ USEUCOM.

3. For any logistic support, supplies, or services, the parties may negotiate for payment either as a "reimbursable transaction" or as payment in kind (an "exchange transaction"). Accordingly, the receiving party will pay the supplying party in conformance with either 3a or 3b below.

a. Reimbursable Transactions. The supplying party will submit invoices to the receiving party after delivery or performance of the logistic support, supplies, or services. Both parties will maintain records of all transactions, and the parties will pay outstanding balances not less frequently than quarterly. In pricing reimbursable transactions, the parties agree to the following principles:

(1) In the case of specific acquisition by the supplying party from its contractors for a receiving party, the price will be no less favorable than the prices charged the armed forces of the supplying party by its contractors for identical items or services, less any amounts excluded by Article VI of this Agreement. The price charged will take into account differentials due to delivery schedules, points of delivery, and other similar considerations.

(2) In the case of transfer from the supplying party's own resources, the supplying party will charge the same price as the supplying party charges its own forces as of the date the order or requisition is accepted for identical logistic support, supplies, or services, less any amounts excluded by Article VI of this Agreement. In the case where a price has not been established or charges are not made for one's own forces, the parties will agree to a price in advance, excluding charges that are excluded under reciprocal pricing principles.

(3) The parties agree that these reciprocal principles exclude the charging (directly or indirectly) of indirect costs (including charges for plant and production equipment), administrative surcharges, and contract administration costs and/or charges.

b. Exchange Transactions. Both parties will maintain records of all transactions, and the receiving party will pay the supplying party in kind by transferring to the supplying party logistic support, supplies, or services that are identical or substantially identical to the logistic support, supplies, or services delivered or per-

formed by the supplying party and which are satisfactory to the supplying party. If the receiving party does not pay in kind within the terms of a replacement schedule, agreed to or in effect at the time of the original transaction with timeframes which may not exceed 1 year from the date of the original transaction, the transaction shall be deemed a reimbursable transaction and governed by paragraph 3a above, except that the price will be established based upon the date the payment in kind was to take place.

4. When a definitive price is not agreed in advance on the order or requisition, the order or requisition will set forth a maximum limitation of liability for the party ordering or requisitioning the logistic support, supplies, or services. Unless otherwise agreed, the maximum limit of liability will be the ceiling price. The parties will promptly enter into negotiation to establish the final price which will be the lesser of the ceiling price or the price established under reciprocal pricing principles.

5. The invoice will contain an identification of this Agreement or an applicable implementing arrangement and will be in the format set forth by the supplying organizations. The invoice will be accompanied by evidence of receipt by the party receiving the logistic support, supplies, or services.

6. The parties agree to grant each other access to records sufficient to verify, when applicable, that reciprocal pricing principles have been followed and prices do not include waived or excluded costs.

7. Nothing herein shall serve as a basis for an increased charge for logistic support, supplies, or services if such logistic support, supplies, or services would be available without charge or at a lesser charge under terms of another agreement.

8. In all transactions involving the transfer of logistic support, supplies, or services, the receiving party agrees that such logistic support, supplies, or services will not be retransferred, either temporarily or permanently, by any means to other than the forces of the receiving party or a NATO government or a NATO subsidiary body or agent thereof without the prior written consent of the supplying party.

ARTICLE VI

Excluded Charges

Provisions of tax and customs relief agreements applicable to the acquisition of materials, services, supplies, and equipment by the receiving party will apply to logistic support, supplies and services transferred under this Agreement. In the event that supplies are taken from the inventory of a supplying party and the supplying party has paid taxes which it cannot recover and from which the receiving party would be exempt if it purchased the supplies directly, the supplying party will notify the receiving party of this fact and permit the receiving party to replace the supplies as an ex-

change transaction, in lieu of reimbursement for the supplies at a price that includes an otherwise exempt tax.

ARTICLE VII

Revision

Either party may, at any time, request revision of this Agreement. In the event such a request is made, the two parties shall promptly enter into negotiations.

ARTICLE VIII

Interpretation

Any disagreement regarding the interpretation or application of this Agreement or concerning logistic support, supplies, or services transferred pursuant to the agreement or transaction, as appropriate, to this Agreement will be resolved by consultation between the parties to the agreement or transaction, as appropriate, and will not be referred to an international tribunal or third party for settlement.

ARTICLE IX

Effective Date and Termination

This Agreement will become effective on the date of the last signature and will continue in effect until terminated by either party giving six (6) months notice in writing.

DONE at Oslo, Norway
On *20 August 1982*

DONE at Stuttgart-Vaihingen, Germany
On *29 January 1982*

In two originals in the English language.

FOR GOVERNMENT OF NORWAY

SVERRE SKLETNES
Sverre Skletnes
Director General
Department of Material and Logistics
Royal Norwegian Ministry of Defence

FOR USEUCOM

HENRY H. HARPER
Henry H. Harper, MG, USA
Director of Logistics
Headquarters USEUCOM

ANNEX A

MINIMUM ESSENTIAL DATA ELEMENTS

(1) Support Agreement or implementing arrangement, if any.
(2) Date of order.
(3) Country, ministry, department or command to be billed.
(4) Numerical listing of stock numbers or items, if any.
(5) Quantity and description of material and/or services requested.
(6) Quantity furnished.
(7) Unit of measurement.
(8) Unit price.
(9) Quantity furnished (as at 6), multiplied by unit price (as at 8).
(10) Currency of billing country.
(11) Total order amount expressed in currency of billing country.
(12) Name (typed or printed) and signature and title of authorized ordering or requisitioning representative.
(13) Payee to be designated on remittance.
(14) Designation and address of office to which remittance is to be sent.
(15) Recipient's signature acknowledging services or supplies received on the requisition or order or a separate supplementary document.
(16) Document number of order or requisition.
(17) Receiving organization.
(18) Issuing organization.
(19) Transaction type.
(20) Fund citation or certification of availability of funds when applicable under parties procedures.
(21) Date and place of original transfer and in case of an exchange transaction, a replacement schedule including time and place of replacement transfer.
(22) Signature, name, and title of authorized acceptance official.
(23) Additional special requirements, if any, such as transportation, packaging, etc.
(24) Limitation of government liability.
(25) Name, signature, date and title of official of supplying party who actually issues supplies or services.

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AVIATION

Transport Services

Agreement Between the
UNITED STATES OF AMERICA
and the SOCIALIST FEDERAL
REPUBLIC OF YUGOSLAVIA

Relating to the Agreements of
September 27, 1973 and December 15,
1977, as Amended and Extended

Effected by Exchange of Notes
Dated at Belgrade March 17 and May 19, 1982

with

Memorandum of Understandings
Signed at Belgrade April 15, 1981

S9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89-497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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Washington, D.C. 20402

SOCIALIST FEDERAL REPUBLIC OF YUGOSLAVIA

Aviation: Transport Services

Agreement relating to the agreements of September 27, 1973 and December 15, 1977, as amended and extended.
Effected by exchange of notes
Dated at Belgrade March 17 and May 19, 1982;
With memorandum of understandings
Signed at Belgrade April 15, 1981;
Entered into force May 19, 1982;
Effective April 1, 1982.

The Yugoslav Federal Secretariat for Foreign Affairs to the American Embassy

412840

The Federal Secretariat for Foreign Affairs of the Socialist Federal Republic of Yugoslavia presents its compliments to the Embassy of the United States of America and has the honour to inform that the Federal Executive Council of the Assembly of the Socialist Federal Republic of Yugoslavia ratified, on 5 Feburary 1982, the Memorandum of Understanding referring to the Air Transport Agreement [1] and the Non-Scheduled Air Services Agreement [2] signed on 15 April 1981 in Belgrade.

It is proposed that the above Memorandum whose validity expires on 31 March 1982 be extended for a period of one year, i.e. until 31 March 1983. This Note and the Note of the Embassy to that effect will constitute an agreement between the Contracting Parties.

The Federal Secretariat for Foreign Affairs of the Socialist Federal Republic of Yugoslavia avails itself of this opportunity to renew to the Embassy of the United States of America the assurances of its high consideration.

Beograd, 17 March 1982

TO THE EMBASSY OF THE
UNITED STATES OF AMERICA

B E O G R A D

[1] TIAS 9364, 10126; 30 UST 2817; 33 UST.
[2] TIAS 7819, 8305, 8972, 9460; 25 UST 659; 27 UST 2191; 29 UST 2772; 30 UST 4350.

The American Embassy to the Yugoslav Federal Secretariat for Foreign Affairs

No. 120

The Embassy of the United States of America presents its compliments to the Federal Secretariat for Foreign Affairs of the Socialist Federal Republic of Yugoslavia and has the honor to refer to the Federal Secretariat's Note of March 17 regarding the entry into force of the Memorandum of Understandings relating to the Air Transport Agreement and the Non-Scheduled Air Services Agreement, initialed on an ad referendum basis on April 15, 1981. The Federal Secretariat's Note also proposed that the Memorandum of Understandings be effective through March 31, 1983.

The Embassy has the honor to confirm that this Note and the Federal Secretariat's Note of March 17, 1982 shall constitute an agreement between our two Governments, bringing into force the attached Memorandum of Understandings. This Agreement shall enter into force on the date of this Note with effect from April 1, 1982 through March 31, 1983.

The Embassy avails itself of this opportunity to renew to the Federal Secretariat for Foreign Affairs of the Socialist Federal Republic of Yugoslavia the assurances of its highest consideration.

Embassy of the United States of America

Belgrade, May 19, 1982

MEMORANDUM OF UNDERSTANDINGS RELATING TO THE AIR TRANSPORT AGREEMENT AND THE NONSCHEDULED AIR SERVICES AGREEMENT

A. The following supplementary understandings will be applied in order to assure that the Air Transport Agreement reflects an equitable exchange of opportunities for the designated airlines of each Contracting Party, after taking into account the nature of the respective markets and the commercial access which each Party is prepared to make available to the other at this time:

1. Each designated airline of each Contracting Party shall continue to appoint a designated airline of the other Contracting Party as its general sales agent in the territory of that other Contracting Party. Additional designated airlines shall appoint a general sales agent in the territory of the other party. Each designated airline of Yugoslavia shall appoint a ground handling agent, subject to the approval of the United States aeronautical authorities, at points which it serves in the United States. Each designated airline of the United States shall continue to appoint Airport Belgrade and Airport Zagreb as ground handling agents in Yugoslavia.

2. The Federal Executive Council of the Assembly of the Socialist Federal Republic of Yugoslavia (hereinafter the competent Yugoslav authority) grants the designated airline(s) of the United States the following rights in respect to the sale of scheduled air transportation in Yugoslavia:

a. The right to sell scheduled air transportation on all of its worldwide services directly to any person for freely convertible currency using its own transportation documents and to convert and remit receipts for such sales to its home country.

b. The right to sell scheduled air transportation, through its Yugoslav travel agents, to Yugoslav citizens for Yugoslav currency using its own transportation documents for the following carriage: (1) on the direct services of the United States designated airlines between Yugoslavia and the United States, (2) on its services between any point in Europe and the United States, (3) on its services between Yugoslavia and any intermediate points served in Europe, (4) on services of any other airline from Yugoslavia to Frankfurt and London when connecting with United States designated airline services to the United States, provided that the designated airlines of Yugoslavia are unable to confirm such transportation and that such other airline(s) is permitted to sell these services to Yugoslav citizens for Yugoslav currency; this right shall be granted to a designated U.S. airline except during periods when it provides direct services between the United States and Yugoslavia, and (5) on the services of other United States airlines within the United States when connecting with United States designated airline services from Yugoslavia and intermediate points in Europe.

c. The right to sell scheduled air transportation directly and, at its discretion, through its agents, to Yugoslav citizens for Yugoslav currency using the transportation documents of the Yugoslav designated airline for the following carriage: (1) on the direct services of the United States designated airlines between Yugoslavia and the United States, (2) on their services between any point in Europe and the United States, (3) on their services between Yugoslavia and any intermediate points served in Europe, (4) on their services between Yugoslavia and countries which border on Yugoslavia and between Yugoslavia and Turkey, and (5) on the services of other United States airlines within the United States when connecting with United States designated airline services from Yugoslavia and intermediate points in Europe.

d. All other sales of scheduled air transportation by the United States designated airline(s) in Yugoslavia shall be made through the Yugoslav designated airline and Yugoslav travel agents using the transportation documents of its appointed general sales agent.

e. (1) In accordance with Yugoslav laws, regulations and standard IATA agency procedures, receipts from sales performed under subparagraph b. above by the United States designated airline's agents shall be submitted to the United States designated airline's account with the Yugoslav commercial bank.

(2) The sales reports and audit coupons shall be submitted directly to the United States designated airlines office in Yugoslavia. A copy of the original sales report and photostatic copies of the audit coupons shall be submitted to the above mentioned Yugoslav commercial bank.

(3) A copy of the sales report shall be also submitted by the United States designated airlines to the Yugoslav designated airline.

(4) Conversion into convertible currency of receipts from sales performed under subparagraphs b., c., and d. above shall be made by the Yugoslav designated airline and remitted to the account of the United States designated airline with the above mentioned Yugoslav commercial bank.

(5) It is understood that United States designated airlines may pay from their accounts with the Yugoslav commercial bank all of their expenses in connection with their operations in Yugoslavia. Revenues in excess of local expenses may be freely remitted to the home country as promptly as possible and with minimal restrictions.

(6) The designated airlines of both Contracting Parties and their general sales agents shall develop procedures to implement currency conversion and remittance consistent with the terms of this paragraph.

f. In no event shall the United States designated airline enjoy less favorable commercial opportunities in Yugoslavia than any other foreign airline.

3. (a) The Government of the United States grants the designated airline of Yugoslavia the right to sell scheduled air transportation on its own transportation documents directly and, at its discretion, through its agents in the United States on the following carriage: (1) on the direct services of the Yugoslav designated airline between the United States and Yugoslavia, (2) on its services between the United States and intermediate points stipulated in the Route Schedule, (3) on its services between the intermediate points stipulated in the Route Schedule and Yugoslavia, (4) on the services of U.S. airlines within the United States when connecting with Yugoslav designated airline services to intermediate points in the Route Schedule and Yugoslavia.

(b) The Government of the United States grants the designated airline of Yugoslavia the right to sell scheduled air transportation in the United States on all of its worldwide services directly and, at its discretion, through its agents, to any person using the transportation documents of its appointed general sales agent.

4. The designated airline of Yugoslavia shall enjoy the right to operate on its route:

a. Four (4) wide-bodied roundtrip frequencies per week to New York, and

b. By exemption authority, two (2) wide-bodied roundtrip frequencies per week to Chicago which may, at its discretion, also serve New York.

c. Additional frequencies, including extra sections, will be operated only following approval by the United States authorities. Requests for additional frequencies will be made by filing the proposed schedule with the United States aeronautical authorities at least 120 days but no more than 180 days before its proposed effective date, and the Yugoslav authorities will be informed of the decision made by the United States authorities no later than 60 days after the United States authorities receive the request. Requests for extra sections will be made by filing with the United States aeronautical authorities at least 15 days before the proposed date of operation.

5. During the consultations the two delegations, in addition to the above, agreed on the following:

(a) The United States delegation affirmed that Yugoslav airline(s) could perform public charters from United States territory;

(b) The United States delegation also affirmed that Yugoslav airline(s) could comingle charters within United States territory;

(c) The Yugoslav delegation affirmed that U.S. airline(s) could perform public charters from Yugoslavia provided that the charter contractor is a Yugoslav organization authorized to enter into such arrangements;

(d) The Yugoslav delegation also affirmed that U.S. airline(s) could comingle charters within Yugoslav territory.

6. The foregoing understandings and any other necessary matters will be reviewed in consultations between the Contracting Parties prior to March 31, 1982. If agreement to continue or to amend these understandings is not reached by that date, the Route Schedule attached to the Air Transport Agreement and the foregoing understandings will automatically terminate on that date.

B. During the review envisioned in paragraph 5 of Section A above, the Contracting Parties will discuss further the question of Yugoslav rights to operate permanent scheduled air services to Chicago.

C. The Contracting Parties agree to apply the understandings contained in this Memorandum provisionally from the date of signature of this Memorandum. This Memorandum shall enter into force on the date of an exchange of diplomatic notes[1] indicating that these understandings have been approved by the respective Parties in accordance with their constitutional requirements.

[2]
Chairman of the Delegation
of the Federal Executive
Council of the Assembly of
the Socialist Federal
Republic of Yugoslavia

[3]
Chairman of the Delegation
of the United States of America

April 15, 1981

[1] See pp. 2-3.
[2] Avdo Zvonic.
[3] Richard W. Bogosian.

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GRAINS AGREEMENT

Between the
UNITED STATES OF AMERICA
and the UNION OF SOVIET
SOCIALIST REPUBLICS

Extending the Agreement of
October 20, 1975, as Extended

Effected by Exchange of Notes
Dated at Moscow August 4 and 20, 1982

10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89-497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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UNION OF SOVIET SOCIALIST REPUBLICS

Grains Agreement

Extending the agreement of October 20, 1975, as extended.
Effected by exchange of notes
Dated at Moscow August 4 and 20, 1982;
Entered into force August 20, 1982.

The American Embassy to the Soviet Ministry of Foreign Affairs

NO. MFA 89/82

The Embassy of the United States invites the attention of the Ministry of Foreign Affairs of the Union of the Soviet Socialist Republics to the agreement between the Government of the United States of America and the Government of the Union of Soviet Socialist Republics on the supply of grain, signed on October 20, 1975 and extended on August 5, 1981[1] until September 30, 1982. The Embassy proposes that, in accordance with Article IX of the agreement, the agreement be further extended until September 30, 1983.

If the Government of the Union of Soviet Socialist Republics agrees to this proposal, the Embassy further proposes that this note and the Ministry of Foreign Affairs' concurring reply shall constitute a further extension of the agreement until September 30, 1983.

The Embassy of the United States of America,

Moscow, U.S.S.R., August 4, 1982

[1] TIAS 8206, 10237; 26 UST 2971; 33 UST.

The Soviet Ministry of Foreign Affairs to the American Embassy

МИНИСТЕРСТВО
ИНОСТРАННЫХ ДЕЛ СССР

№ 65/оспа

Министерство иностранных дел Союза Советских Социалистических Республик подтверждает получение ноты Посольства Соединенных Штатов Америки № МФА 89/82 от 4 августа 1982 г. нижеследующего содержания:

"Посольство Соединенных Штатов Америки обращает внимание Министерства иностранных дел Союза Советских Социалистических Республик на Соглашение между Правительством Соединенных Штатов Америки и Правительством Союза Советских Социалистических Республик о поставках зерна, подписанное 20 октября 1975 г. и продленное 5 августа 1981 г. до 30 сентября 1982 г.

Посольство предлагает, чтобы в соответствии со статьей IX указанного Соглашения это Соглашение было продлено дополнительно до 30 сентября 1983 г.

Если Правительство Союза Советских Социалистических Республик согласно с этим предложением, Посольство предлагает, чтобы данная нота и ответ Министерства иностранных дел, содержащий такое согласие, означали дальнейшее продление этого Соглашения до 30 сентября 1983 г."

Министерству иностранных дел Союза Советских Социалистических Республик поручено сообщить о согласии с предложением Правительства США, как оно изложено в ноте Посольства. Таким образом нота Посольства Соединенных Штатов Америки и настоящая ответная нота означают дальнейшее продление до 30 сентября 1983 г. срока действия вышеупомянутого межправительственного Соглашения от 20 октября 1975 г.

Москва, "[illegible]" августа 1982 года

ПОСОЛЬСТВУ
СОЕДИНЕННЫХ ШТАТОВ АМЕРИКИ
г.Москва

TRANSLATION

MINISTRY OF FOREIGN AFFAIRS
OF THE USSR

No. 65/dusa

The Ministry of Foreign Affairs of the Union of Soviet Socialist Republics acknowledges receipt of note No. MFA 89/82 of the Embassy of the United States of America, dated August 4, 1982, which reads as follows:

[For the English language text, see p. 2.]

The Ministry of Foreign Affairs of the Union of Soviet Socialist Republics is under instructions to inform you of its concurrence with with the proposal of the U.S. Government, as set forth in the Embassy's note. Thus, the note of the Embassy of the United States of America and this reply shall constitute a further extension of the aforementioned intergovernmental Agreement of October 20, 1975, until September 30, 1983.

Moscow, August 20, 1982

[SEAL]

EMBASSY OF THE
UNITED STATES OF AMERICA,
Moscow

GPO 1985 48-432 (12800)

452

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10452

TRADE IN TEXTILES AND TEXTILE PRODUCTS

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DEPOSITORY 376

Agreement Between the
UNITED STATES OF AMERICA
and SRI LANKA

Amending the Agreement of
July 7, 1980, as Amended

Effected by Exchange of Letters
Signed at Washington August 20, 1982

9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89-497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

For sale by the Superintendent of Documents, U.S. Government Printing Office
Washington, D.C. 20402

SRI LANKA

Trade in Textiles and Textile Products

Agreement amending the agreement of July 7, 1980, as amended.
Effected by exchange of letters
Signed at Washington August 20, 1982;
Entered into force August 20, 1982.

The Deputy Assistant Secretary of State for Trade and Commercial Affairs to the Sri Lankan Ambassador

DEPARTMENT OF STATE

WASHINGTON, DC 20520

August 20, 1982

His Excellency
Ernest Corea
Ambassador of the Democratic Socialist Republic of Sri Lanka

EXCELLENCY:

I am writing with reference to paragraph 7 of the Agreement between the United States and Sri Lanka relating to Trade in Cotton, Wool and Man-Made Fiber Textiles and Textile Products, with annexes, effected by exchange of notes July 7, 1980, as amended [1] ("the Agreement") and to discussions held between representatives of our two Governments concerning exports from Sri Lanka to the United States of products classified in textile categories 347 (men's and boys' cotton trousers), 445 and 446 (wool sweaters).

On behalf of my Government, I would like to propose that Annex B of the Agreement be amended to establish specific limits for categories 347 and 445/6 as follows:

Category	Period	Specific Limit
347	November 23, 1981–April 30, 1983	475,000 dozen
445/6	November 23, 1981–April 30, 1983	135,000 dozen

The provisions of paragraphs 5 and 6 of the Agreement shall not apply to categories 347 and 445/6.

If this proposal is acceptable to your Government, this letter and your letter of confirmation on behalf of your Government shall constitute an amendment to the Agreement.

Sincerely,

DENIS LAMB
Denis Lamb
Deputy Assistant Secretary for Trade and Commercial Affairs
Bureau of Economic and Business Affairs

[1] TIAS 9869, 10168, 10387; 32 UST; 33 UST.

The Sri Lankan Ambassador to the Deputy Assistant Secretary of State for Trade and Commercial Affairs

From the Ambassador of Sri Lanka

My Ref: COM/TR/A

August 20, 1982

Mr. Denis Lamb
Deputy Assistant Secretary
for Trade and Commercial Affairs
Bureau of Economic and Business Affairs
Department of State
Washington D.C. 20520

Dear Mr. Lamb,

I have the honour to acknowledge receipt of the proposal contained in your letter dated 20th August 1982 which reads as follows:

" I am writing with reference to paragraph 7 of the Agreement between the United States and Sri Lanka relating to Trade in Cotton, Wool, and Man-Made Fibre Textile and Textile Products, with annexes effected by exchange of Notes July 7 1980, as amended ("the Agreement") and to discussions held between representatives of our two Governments concerning exports from Sri Lanka to the United States of products classified in textile categories 347 (men's and boys' cotton trousers), 445 and 446 (wool sweaters).

On behalf of my Government, I would like to propose that Annex B of the Agreement be amended to establish specific limits for categories 347 and 445/6 as follows:

Category	Period	Specific Limit
347	November 23, 1981 - April 30, 1983	475,000 dozen
445/6	November 23, 1981 - April 30, 1983	135,000 dozen

The provisions of paragraphs 5 and 6 of the Agreement shall not apply to categories 347 and 445/6.

If this proposal is acceptable to your Government, this letter and your letter of confirmation on behalf of your Government shall constitute and amendment to the Agreement."

On behalf of my Government I confirm that the proposal set out in your letter is acceptable to the Government of Sri Lanka, and that your letter and this letter of confirmation shall constitute an amendment to the Agreement.

Yours sincerely,

Ernest Corea
Ambassador.

GPO 1985 468 433 (12806)

453

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10453

SHIPPING

Jurisdiction Over Vessels in United States Deepwater Ports

Agreement Between the
UNITED STATES OF AMERICA
and GREECE

Effected by Exchange of Notes
Dated at Athens May 7 and 12, 1982

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9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89-497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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Washington, D.C. 20402

GREECE

Shipping: Jurisdiction Over Vessels in United States Deepwater Ports

Agreement effected by exchange of notes
Dated at Athens May 7 and 12, 1982;
Entered into force May 12, 1982.

The American Embassy to the Greek Ministry of Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA

No. 125

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs and has the honor to refer to the discussions which have taken place between representatives of our two Governments in connection with the establishment of deepwater ports off the coast of the United States and the jurisdictional requirements of the United States Deepwater Port Act of 1974,[1] and to confirm that the two Governments are in agreement that vessels registered in or flying the flag of the Hellenic Republic and the personnel on board such vessels utilizing the Louisiana offshore oil port (Loop, Inc.), a Deepwater Port facility established under the Deepwater Port Act of 1974 for the purposes stated therein, shall, whenever they may be present within the safety zone of such Deepwater Port, be subject to the jurisdiction of the United States and the Hellenic Republic on the same basis as when in coastal ports of the United States.

It is the understanding of the Government of the United States and the Government of the Hellenic Republic that this agreement shall not apply to vessels registered in or flying the flag of the Hellenic Republic merely passing through the safety zone of the Louisiana Offshore Oil Port without calling at or otherwise utilizing the port. If the foregoing is acceptable to your Government, we have the honor to propose that this note, together with your reply thereto, shall constitute an agreement between our two Governments, to enter into force upon the receipt of your reply to that

[1] 88 Stat. 2126; 33 U.S.C. § 1501 *et seq.*

effect, and to remain in force until terminated by six months' written notice by either party to the other.

The Embassy of the United States of America avails itself of its opportunity to renew to the Ministry of Foreign Affairs the assurances of its highest consideration.

EMBASSY OF THE UNITED STATES OF AMERICA,
ATHENS, *May 7, 1982.*

The Greek Ministry of Foreign Affairs to the American Embassy

MINISTÈRE
DES AFFAIRES ÉTRANGÈRES

No 4444.85/4/AS 330

The Ministry of Foreign Affairs presents its compliments to the Embassy of the United States of America and has the honor to acknowledge receipt of the Embassy's Note No 125 dated May 7, 1982 the terms of which are as follows:

"The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs and has the honor to refer to the discussions which have taken place between representatives of our two Governments in connection with the establishment of deepwater ports off the coast of the United States and the jurisdictional requirements of the United States Deepwater Port Act of 1974, and to confirm that the two Governments are in agreement that vessels registered in or flying the flag of the Hellenic Republic and the personnel on board such vessels utilizing the Louisiana offshore oil port (Loop, Inc.), a Deepwater Port facility established under the Deepwater Port Act of 1974 for the purposes stated therein, shall, whenever they may be present within the safety zone of such Deepwater Port, be subject to the jurisdiction of the United States and the Hellenic Republic on the same basis as when in coastal ports of the United States.

It is the understanding of the Government of the United States and the Government of the Hellenic Republic that this agreement shall not apply to vessels registered in or flying the flag of the Hellenic Republic merely passing through the safety zone of the Louisiana Offshore Oil Port without calling at or otherwise utilizing the port.

If the foregoing is acceptable to your Government, we have the honor to propose that this note, together with your reply thereto, shall constitute an agreement between our two Governments, to enter into force upon the receipt of your reply to that effect, and to remain in force until terminated by six months' written notice by either party to the other."

The Ministry of Foreign Affairs has the honor to state that the Greek Government agrees to this arrangement and will regard your note and this reply as constituting an agreement between our respective Governments on these matters .

The Ministry of Foreign Affairs avails itself of this opportunity to renew to the Embassy of the United States of America the assurances of its highest consideration.-

Athens, May 12, 1982

To The Embassy
of the United States of America
91, Léoforos Vassilissis Sofias

En Ville

GPO 1985 48-434 (12800)

All issues available have
been filmed.
Unfortunately, any
scattered missing issues
are no longer available.

10455

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10455

DEFENSE

Security of Military Information

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Agreement Between the
UNITED STATES OF AMERICA
and PAKISTAN

Effected by Exchange of Notes
Dated at Islamabad April 6 and
June 21 and 24, 1982

S9. 10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89-497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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PAKISTAN

Defense: Security of Military Information

Agreement effected by exchange of notes
Dated at Islamabad April 6 and June 21 and 24, 1982;
Entered into force June 24, 1982.

TIAS 10455

READEX FICHE best copy available

The American Embassy to the Pakistani Ministry of Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA

No. 381

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs and has the honor to refer to the proposed text of a General Security of Military Information Agreement attached to this Note.

Our request to negotiate a General Security of Military Information Agreement with Pakistan at this time reflects our desire to harmonize the military relationship between our two countries. It is also required under the agreements recently signed by our two governments for the provision of highly sophisticated military equipment and classified information, and would be required in the event of the acquisition of additional equipment of a similar nature. We view the proposed agreement as complementary to the U.S.-Pakistan 1954 Mutual Defense Assistance Agreement.[1]

The purpose of the General Security of Military Information Agreement is to establish the intent of the Government of the United States of America and the Government of Pakistan to protect the other country's classified military information. If the proposed text is agreeable to the Government of Pakistan, the Government of the United States of America proposes that this Note and your reply to that effect shall constitute a General Security of Military Information Agreement between our two countries effective the date of your reply.

---

[1] Signed May 19, 1954. TIAS 2976; 5 UST 852.

The Embassy avails itself of this opportunity to renew to the Ministry the assurances of its highest consideration.

The Embassy of the United States of America

Islamabad, April 6, 1982

GENERAL SECURITY OF MILITARY INFORMATION AGREEMENT

PROPOSED TEXT

1. All classified military information communicated directly or indirectly between our two governments shall be protected in accordance with the following principles:

A. The recipient government will not release the information to a third government or any other party without the approval of the releasing government;

B. The recipient government will afford the information a degree of protection equivalent to that afforded it by the releasing government;

C. The recipient government will not use the information for other than the purpose for which it was given; and

D. The recipient will respect private rights, such as patents, copyrights, or trade secrets which are involved in the information.

2. Classified military information and material shall be transferred only on a government-to-government basis and only to persons who have appropriate security clearance for access to it.

3. For the purpose of this agreement classified military information is that official military information or material which, in the interests of national security of the releasing government, and in accordance with applicable national laws and regulations, requires protection against unauthorized disclosure and which has been designated as classified by appropriate security authority. This includes any classified information, in any form, including written, oral, or visual. Material may be any document, product, or substance on, or in which, information may be recorded or embodied. Material shall emcompass every thing regardless of its physical character or makeup including but not limited to documents, writing, hardware, equipment, machinery, apparatus, devices, models, photographs, recordings, reproductions, notes, sketches, plans, prototypes, designs, configurations, maps, and letters, as well as other products, substances, or items from which information can be derived.

4. Information classified by either of our two governments and furnished by either government to the other through government channels will be assigned a classification by appropriate authorities of the receiving government which will assure a degree of protection equivalent to that required by the government furnishing the information.

5. This agreement shall apply to all exchanges of classified military information between all agencies and authorized officials of our two governments. However, this agreement shall not apply to classified information for which separate security agreements and arrangements already have been concluded. Details regarding channels of communication and the application of the foregoing principles shall be the subject of such technical arrangements (including an industrial security arrangement) as may be necessary between appropriate agencies of our respective governments.

6. Each government will permit security experts of the other government to make periodic visits to its territory, when it is mutually convenient to discuss with its security authorities its procedures and facilities for the protection of classified military information furnished to it by the other government. Each government will assist such experts in determining whether such information provided to it by the other government is being adequately protected.[1]

7. The recipient government will investigate all cases in which it is known or there are grounds for suspecting that classified military information from the originating government has been lost or disclosed to unauthorized persons. The recipient government shall also promptly and fully inform the originating government of the details of any such occurrences, and of the final results of the investigation and corrective action taken to preclude recurrences.

8. A. In the event that either government or its contractors award a contract involving classified military information for performance within the territory of the other government, then the government of the country in which performance under the contract is taking place will assume responsibility for administering security measures within its own territory for the protection of such classified information in accordance with its own standards and requirements.

B. Prior to the release to a contractor or prospective contractor of any classified military information required from the other government, the recipient government will:

(1) insure that such contractor or prospective contractor and his facility have the capability to protect the information adequately;

(2) grant to the facility an appropriate security clearance to this effect;

[1] See p. 7.

(3) grant appropriate security clearance for all personnel whose duties require access to the information;

(4) insure that all persons having access to the information are informed of their responsibilities to protect the information in accordance with applicable laws;

(5) carry out periodic security inspections of cleared facilities;

(6) assure that access to the military information is limited to those persons who have a need to know for official purposes. A request for authorization to visit a facility when access to the classified military information is involved will be submitted to the appropriate Department or agency of the government of the country where the facility is located by an agency designated for this purpose by the other government; this request will include a statement of the security clearance, the official status of the visitor and the reason for the visit. Blanket authorizations for visits over extended periods may be arranged.[1] The government to which the request is submitted will be responsible for advising the contractor of the proposed visit and for authorizing the visit to be made.

9. Costs incurred in conducting security investigations or inspections required hereunder will not be subjected to reimbursement.

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[1] See p. 7.

The Pakistani Ministry of Foreign Affairs to the American Embassy

بسم اللہ الرحمن الرحیم

Ministry of Foreign Affairs
Islamabad

No.SS(P)/34/82

21 June 1982

The Ministry of Foreign Affairs presents its compliments to the Embassy of the United States of America in Islamabad and has the honour to refer to the Note Verbale of the Embassy No.381, dated April 6, 1982, in regard to the proposed text of a General Security of Military Information Agreement between Pakistan and the United States of America.

2. The Government of Pakistan have carefully studied the text of the proposed agreement and would like to convey to the Government of the United States of America that the text is acceptable, subject to the following modifications:

i) Article 6 should read as follows:

"Each Government will permit security experts of the other Government to visit its territory, when mutually convenient, to discuss with its security authorities its procedures and facilities for the protection of classified military information furnished to it by the other Government. Each Government will assist such experts in determining whether such information provided to it by the other Government is being adequately protected."

ii) The following sentence should be deleted from Article 8-B(6):

"Blanket authorization for visits over extended period may be arranged."

3. The Ministry of Foreign Affairs avails itself of this opportunity to renew to the Embassy of the United States of America the assurances of its highest consideration.

MINISTRY OF FOREIGN AFFAIRS PAKISTAN ISLAMABAD

Embassy of the United
States of America,
Islamabad

The American Embassy to the Pakistani Ministry of Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA

No. 761

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs and has the honor to inform the Ministry that the modifications suggested in the Ministry's Note No. SS (P)/34/82 dated June 21, 1982 to the text of the General Security of Military Information Agreement contained in the Embassy's Note No. 381 dated April 6, 1982 are acceptable to the Government of the United States of America.

The Embassy of the United States of America herewith confirms that our Note No. 381 dated April 6, 1982 and the Ministry of Foreign Affairs' Note No. SS (P)/34/82 dated June 21, 1982 constitute a General Security of Military Information Agreement between our two countries and that this Agreement entered into effect on June 24, 1982.

The Embassy avails itself of this opportunity to renew to the Ministry the assurances of its highest consideration.

The Embassy of the United States of America
Islamabad, June 24, 1982

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10456

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10456

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ATOMIC ENERGY

Radioactive Waste Management

Agreement Between the
UNITED STATES OF AMERICA
and CANADA

Signed at Ottawa August 25, 1982

S9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89–497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

For sale by the Superintendent of Documents, U.S. Government Printing Office
Washington, D.C. 20402

CANADA

Atomic Energy: Radioactive Waste Management

Agreement signed at Ottawa August 25, 1982;
Entered into force August 25, 1982.

THIS AGREEMENT made in duplicate this 25th day of August, 1982.

BETWEEN:

THE DEPARTMENT OF ENERGY OF THE UNITED STATES OF AMERICA
(of the first part)

- and -

ATOMIC ENERGY OF CANADA LIMITED - L'ENERGIE ATOMIQUE DU CANADA LIMITEE
(of the second part)

RESPECTING: "COOPERATION IN RADIOACTIVE WASTE MANAGEMENT"

WHEREAS the Department of Energy of the United States of America (DOE) and Atomic Energy of Canada Limited - L'Energie atomique du Canada, Limitée (AECL) hereinafter referred to as the Parties, wish to enter into an agreement for cooperation in the area of radioactive waste management;

AND WHEREAS the Parties wish such arrangement to supersede the Memorandum of Understanding between the U.S. Energy Research and Development Administration (later DOE) and AECL relating to information in the nuclear field, dated September 8, 1976 [1] and extended by agreement of the two Parties;

NOW THEREFORE the Parties agree as follows:

1. OBJECTIVES OF COOPERATION

Cooperation under this Agreement shall be directed towards a study of mutually agreed topics associated with the management of radioactive waste, and related activities of the nuclear fuel cycle.

[1] TIAS 8778; 28 UST 8977.

2. FIELDS OF COOPERATION

The fields of cooperation covered by this Agreement may include:

1. Preparation and packaging of radioactive wastes.
2. Decontamination and decommissioning.
3. Surface and subsurface storage.
4. Characterization of geologic formations.
5. Disposal in geologic formations.
6. Transportation requirements.
7. Operational considerations.
8. Environmental and safety considerations.
9. Public acceptance issues.

Other fields of cooperation may be added by mutual written agreement.

3. FORMS OF COOPERATION

Cooperation in accordance with this Agreement may include, but is not limited to the following forms:

1. Exchange, on a current basis, of scientific and technical information, and results and methods of research and development.

2. Organization of, and participation in, seminars and other meetings on specific agreed topics in the fields listed in clause 2.

3. Exchange of samples, materials, and equipment for testing.

4. Exchange of scientists, engineers and other specialists for agreed periods for participation in agreed research, development, analysis, design and experimental activities conducted in research centers, laboratories, engineering offices and other facilities and enterprises of each of the Parties or its contractors. Such exchanges of staff shall be in accordance with clause 8 of this Agreement.

5. Joint projects in which the Parties agree to share the work and/or costs. Each such joint project shall be the subject of a separate agreement pursuant to clause 5 of this Agreement.

Other specific forms of cooperation may be added by mutual written agreement.

4. MANAGEMENT

1. To supervise the execution of this Agreement, the Parties shall each name a Principal Coordinator. As deemed necessary, the Principal Coordinators shall meet to evaluate the status of cooperation under this Agreement. This evaluation shall include a comprehensive review of each Party's radioactive waste management program status and plans, an assessment of the balance of exchanges among the various fields of cooperation listed in clause 2, and a consideration of measures required to correct any imbalance. These meetings shall be held alternately in Canada and the United States.

2. The Principal Coordinators shall consider and act on any major new proposals for cooperation. When such proposals involve a new field of cooperation, clause 2 of the Agreement shall be modified accordingly after assessment and agreement, in writing, of the Principal Coordinators.

3. For day-to-day implementation of this Agreement, the Principal Coordinators shall each designate Technical Coordinators to oversee the cooperation under this Agreement. The Technical Coordinators shall agree on specific programs of cooperation in their respective fields as described in clause 2 within policy guidelines set by the Principal Coordinators. The Technical Coordinator or his designee shall be responsible for the working contacts between the Parties in his respective field of cooperation.

5. SUBSIDIARY AGREEMENTS

With respect to each joint project of the type contemplated by clause 3.5, a Subsidiary Agreement shall be executed by the Parties. Each Subsidiary Agreement shall include detailed provisions for carrying out the cooperative program or project and shall cover, as appropriate, such matters as technical scope, exchange of proprietary information, management of the cooperation, patents, exchange of equipment, total costs, cost sharing between the Parties, project schedule and information disclosure specific to the particular joint project. Clauses 6, 7, 8, 12, 13, 14, 15, 16, 17 and 18 of this Agreement shall be applicable to any such Subsidiary Agreement, unless the Parties otherwise agree in writing in the Subsidiary Agreement.

6. FINANCE

Except when otherwise specifically agreed at the time, in writing, all costs resulting from cooperation under this Agreement shall be borne by the Party that incurs them.

7. DISCLAIMER

Information transmitted by one Party to another Party under this Agreement shall be accurate to the best knowledge and belief of the transmitting Party, but the transmitting Party does not warrant the suitability of the information transmitted for any particular use or

application by a receiving Party or by any third party. Information developed jointly by the Parties shall be accurate to the best knowledge and belief of each Party. No Party warrants the accuracy of the jointly developed information or its suitability for any particular use or application by a Party or by any third party.

8. ASSIGNMENTS AND EXCHANGES OF PERSONNEL

1. Each Party may, at its own expense, observe test activities and analytical work of the other Party. Such observation may be exercised by short term visits or by the attachment of staff, subject to the prior agreement of the receiving Party on each occasion.

2. Whenever an attachment of staff is contemplated under this Agreement, each Party shall ensure that qualified staff are selected for attachment to the other Party.

3. The Parties will prepare agreements for attachment as may be necessary in conjunction with work assignments under this Agreement.

4. Each Party shall be responsible for the salaries, insurance, and allowances to be paid to its staff.

5. Each Party shall pay for the travel and living expenses of its staff while on attachment to the host Party unless otherwise agreed.

6. The host Party shall arrange for accommodations for the attached staff (and their families) of the other Party on a mutually agreeable reciprocal basis.

7. The host Party shall provide all necessary assistance to the attached staff (and their families) of the other Party regarding administrative formalities, such as travel arrangements, etc.

8. The staff of each Party shall conform to the general and special rules of work and safety regulations in force at the host establishment, or as agreed to in a separate staff attachment agreement.

9. The Party proposing an attachment shall notify the receiving Party of the name of the persons proposed for the attachment and shall provide such information respecting any of the said persons as may be required by the receiving Party.

9. INFORMATION

1. The Parties support the widest possible dissemination of information provided or exchanged under this Agreement, subject to the need to protect proprietary information and to the provisions of clauses 10 and 11.

2. Use of Proprietary Information

Definitions as used in this Agreement:

(i) The term "information" means scientific or technical data, results or methods of research and development, and any other information intended to be provided or exchanged under this Agreement;

(ii) The term "proprietary information" means information which contains trade secrets or commercial or financial information which is privileged or confidential, and shall only include such information which:

a) has been held in confidence by its owner;

b) is of a type which is customarily held in confidence by its owner;

c) has not been transmitted by the transmitting Party to other entities (including the receiving Party) except on the basis that it be held in confidence; and

d) is not otherwise available to the receiving Party from another source without restriction on its further dissemination.

3. Procedures

(i) A Party receiving proprietary information pursuant to this Agreement shall respect the privileged nature thereof. Any document which contains proprietary information shall be clearly marked by the providing Party with the following (or substantially similar) restrictive legend:

"This document contains proprietary information furnished in confidence under an Agreement dated_____ between the United States Department of Energy and Atomic Energy of Canada Limited and shall not be disseminated outside these organizations, their contractors, and the concerned departments, and agencies of Governments of the U.S. and Canada without prior approval of_____.

This notice shall be marked on any reproduction hereof, in whole or in part. These limitations shall automatically terminate when this information is disclosed by the owner without restriction."

(ii) Proprietary information received in confidence under this Agreement may be disseminated by the receiving Party to:

a) persons within or employed by the receiving Party, and other concerned Government departments and Government agencies in the country of the receiving Party; and

b) prime or subcontractors of the receiving Party located within the geographical limits of the receiving Party's nation, for use only within the framework of their contracts with the receiving Party in work relating to the subject matter of the proprietary information;

provided that any such proprietary information shall be disseminated on a need-to-know basis pursuant to an agreement of confidentiality, shall be marked with the restrictive legend substantially identical to that appearing in subparagraph 3(i) above, and shall not be used for commercial purposes without the consent of the originating Party.

(iii) With the prior written consent of the Party providing proprietary information under this Agreement, the receiving Party may disseminate such proprietary information more widely than otherwise permitted in the foregoing subsection (ii). The Parties shall cooperate with each other in developing procedures for requesting and obtaining prior written consent for such wider dissemination, and each Party will grant such approval to the extent permitted by its policies, regulations and laws.

4. Each Party shall exercise its best efforts to ensure that proprietary information received by it under this Agreement shall be controlled as provided herein. If one of the Parties becomes aware that it will be, or may reasonably be expected to become, unable to meet the non-dissemination provisions of this clause, it shall immediately inform the other Party. The Parties shall thereafter consult to define an appropriate course of action.

5. Information arising from seminars and other meetings arranged under this Agreement and information arising from the attachments of staff, use of facilities and joint projects shall be treated by the Parties according to the principles specified in this clause; provided, however, no proprietary information orally communicated shall be subject to the limited disclosure requirements of this Agreement unless the individual communicating such information places the recipient on notice as to the proprietary character of the information communicated.

6. Nothing contained in this Agreement shall preclude the use or dissemination of information received by a Party through arrangements other than those provided for under this Agreement.

10. INVENTIONS OR DISCOVERIES

1. With respect to any invention or discovery made or conceived in the course of or under this Agreement:

a) If made or conceived by personnel of one Party (the Assigning Party) or its contractors while assigned to the other Party (Recipient Party) or its contractors in connection with exchanges of scientists, engineers and other specialists:

(1) The Recipient Party shall acquire all right, title and interest in and to any such invention or discovery in its own country and in third countries, subject to a non-exclusive, irrevocable, royalty-free license in all such countries to the Assigning Party, its Government, and its nationals designated by it, in and to any such invention or discovery and any patent application, patent or other protection relating thereto.

(2) The Assigning Party shall acquire all right, title and interest in and to any such invention or discovery in its own country, subject to a non-exclusive, irrevocable, royalty-free license to the Recipient

Party, its Government, and its nationals designated by it, in and to any such invention or discovery and any patent application, patent or other protection relating thereto.

b) If made or conceived by a Party or its contractors as a direct result of employing information which has been communicated to it under this Agreement by the other Party or its contractors or communicated during seminars or other joint meetings, the Party making the invention shall acquire all right, title, and interest in and to such invention or discovery in all countries, subject to a grant to the other Party, its Government, and its nationals designated by it, of a non-exclusive, irrevocable, royalty-free license in all countries, in and to any such invention or discovery and any patent application, patent or other protection relating thereto.

c) With regard to exchange of samples, materials, instruments, and components for testing, the Recipient Party shall have the same rights as the Recipient Party as set forth in paragraph 1 a)(1) above and the Sending Party shall have the same rights as the Assigning Party as set forth in paragraph 1 a)(2) above to any inventions or discoveries which are improvements to such samples, materials, instruments or components.

d) With regard to other specific forms of cooperation pursuant to clause 3.5, the Parties shall provide for appropriate distribution of rights to inventions or discoveries resulting

from such cooperation. In general, however, each Party should normally own the rights to such inventions or discoveries in its own country with a non-exclusive, irrevocable, royalty-free license to the other Party, its Government, and its nationals designated by it, and the rights to such inventions or discoveries in other countries should be agreed by the Parties on an equitable basis.

2. Each Party shall take all necessary steps to provide the cooperation of inventors and authors for the purposes of carrying out the provisions of this Agreement.

3. Each party shall be responsible for payment of awards or compensation due citizens of its own country under its relevant legislation.

11. COPYRIGHTS

Copyrights of the Parties or of cooperating organizations and persons shall be accorded treatment consistent with internationally recognized standards of protection. As to copyrights on materials within the scope of paragraph 1 of clause 9 owned or controlled by a Party, that Party shall make efforts to grant to the other Party a license to reproduce copyrighted material.

12. EQUIPMENT

Each Party agrees that in the event equipment is to be exchanged or supplied by one Party to the other Party, the following provisions shall apply covering the shipment and use of the equipment:

1. The sending Party shall supply as soon as possible a detailed list of the equipment to be provided together with the associated specifications and technical and informational documentation.

2. The equipment, spare parts, and documentation supplied by the sending Party shall remain the property of the sending Party and shall be returned to the sending Party upon completion of the mutually agreed upon activity unless otherwise agreed.

3. The host establishment shall provide the necessary premises and shelter for the equipment, and shall provide for electric power, water, gas, etc., in accordance with technical requirements which shall be as mutually agreed upon.

4. Responsibility for expenses, safekeeping and insurance during the transport of the material from the original location in the country of the Sending Party to the place of entry in the country of the Receiving Party shall rest with the Sending Party. If the Sending Party elects to have the material returned, it shall be responsible for expenses, safekeeping, and insurance during the transport of the material from the original point of entry in the Country of the Receiving Party to the final destination in the country of the Sending Party.

5. Responsibility for expenses, safekeeping, and insurance during the transport of the material from the place of entry in the country of the Receiving Party to the final destination in the country of the Receiving Party shall rest with the Receiving Party. If the Sending Party elects to have the material returned, the Receiving Party shall be responsible for expenses, safekeeping, and insurance during the transport of the material from the final destination in the country of the Receiving Party to the original point of entry in the country of the Receiving Party.

6. The equipment provided by the Sending Party for carrying out mutually agreed-upon activities shall be considered to be scientific, not having a commercial character.

13. SAMPLES AND MATERIALS

The Parties agree that in the event samples or materials are provided by one Party to the other Party, the following provisions shall apply with respect to the transportation and use of such samples and materials:

1. Unless otherwise agreed by the Parties prior to delivery, all samples and materials provided by the Sending Party to the Receiving Party shall become the property of the Receiving Party upon delivery, and shall not be returned to the Sending Party.

2. Where one Party requests that a sample or material be provided by the other Party, the Party making the request shall bear all costs and expenses associated with the transportation of the sample or material from the location of the Sending Party to the final destination.

3. Each Party shall promptly disclose to the other Party all information arising from the examination or testing of samples or materials exchanged under this Agreement. The Parties agree that proprietary information as defined in clause 9.2 which was developed prior to or outside the scope of this Agreement, shall remain proprietary even though it is contained in the results of an examination or testing of samples or materials. Such information shall be identified as proprietary information by the Party asserting its proprietary nature as soon as possible after disclosure of all information arising from the examination or testing is made to such Party and the other Party shall be immediately advised of that identification. All information identified as proprietary information shall be controlled as provided under clause 9.3. It is further understood and agreed that one Party providing samples or materials to the other Party may also provide a partial or complete list of the types of information which will arise from the examination or testing of such samples or materials and which is proprietary as defined in clause 9.2 and all such proprietary information is to be controlled as set out in clause 9.3.

14. APPROPRIATED FUNDS

The ability of the Parties to carry out their obligations under this Agreement is subject to the availability of appropriated funds.

15. LAWS AND REGULATIONS

Cooperation under this Agreement shall be in accordance with the laws and regulations of the respective countries. All questions related to the Agreement arising during its term shall be settled by the Parties by mutual agreement.

16. LEGAL RESPONSIBILITY

The Parties shall use all reasonable skill and care in carrying out their duties under this Agreement in accordance with all applicable laws and regulations.

Compensation for damages incurred during the implementation of this Agreement shall be in accordance with the applicable laws of the countries of the Parties.

17. DURATION

1. It is understood and agreed by the Parties that the duration of this Agreement is five years from the date of signature of both Parties and that this Agreement may be amended or extended by written agreement of each of the Parties.

2. All joint efforts and experiments not completed at the expiration of this Agreement may be continued until their completion under the terms of this Agreement.

3. In the event that, during the period of this Agreement, the nature of either Party's radioactive waste management program should change substantially, whether this be by expansion, reduction or transformation, or by amalgamation of major elements with the radioactive waste management program of a third Party, either Party shall have the right to request revisions in the scope and terms of this Agreement.

18. TERMINATION

This Agreement and any annex hereunder may be terminated at any time at the discretion of either Party upon six months advance notification in writing by the Party seeking to terminate the Agreement or annex. Such termination shall be without prejudice to the rights that may have accrued under this Agreement or annex to either Party up to the date of the termination.

DONE AT OTTAWA this 25th day of August, 1982.

FOR THE UNITED STATES ~~DEPARTMENT~~ OF ENERGY:

[1]

[2]

FOR ATOMIC ENERGY OF CANADA LIMITED - L'ENERGIE ATOMIQUE DU CANADA, LIMITEE

[3]

[4]

[1] Paul H. Robinson.
[2] Henry E. Thomas.
[3] Robert Despres.
[4] A. J. Mooradian.

GPO: 1985 48-437 (12800)

10457

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10457

SCIENTIFIC COOPERATION IN THE EARTH SCIENCES

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Memorandum of Understanding
Between the
UNITED STATES OF AMERICA
and CHILE

Signed at Reston and Santiago
August 2 and 26, 1982

S9. 10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89-497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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Washington, D.C. 20402

CHILE

Scientific Cooperation in the Earth Sciences

Memorandum of understanding signed at Reston and Santiago August 2 and 26, 1982;
Entered into force August 26, 1982.

CI-1

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE GEOLOGICAL SURVEY
OF THE
U.S. DEPARTMENT OF THE INTERIOR
OF THE UNITED STATES OF AMERICA
AND THE
SERVICIO NACIONAL DE GEOLOGIA Y MINERIA
REPUBLIC OF CHILE
FOR
SCIENTIFIC COOPERATION IN THE EARTH SCIENCES

ARTICLE I. Scope and Objectives

The Geological Survey of the Department of the Interior of the United States of America (hereinafter referred to as the USGS), and Servicio Nacional de Geologia y Mineria of the Republic of Chile (hereinafter referred to as SERNAGEOMIN), have agreed to enter into a program of scientific cooperation concerning earth resources and geological phenomena in accordance with this Memorandum of Understanding (hereinafter referred to as Memorandum), which establishes the procedures for cooperation.

This Memorandum will be carried out pursuant to the terms of the Technical Cooperation Understanding between the United States of America and Chile signed at Santiago on January 16, 1951, and any amendments thereto;[1] and subject to the laws and regulations in each country.

The purpose of this Memorandum is to establish a framework for the exchange of scientific and technical knowledge and augmentation of scientific and technical capabilities of the USGS and SERNAGEOMIN (hereinafter sometimes referred to as the "Parties") with respect to earth resources and geological phenomena.

[1] TIAS 2409, 2627, 2704; 3 UST 390, 4697, 5136.

For cooperation requested by SERNAGEOMIN that extends into subjects outside the scope of the USGS, the USGS may, with the consent of SERNAGEOMIN and when compatible with existing United States laws, executive orders, regulations and policies, endeavor to enlist the participation of other United States entities.

SERNAGEOMIN may, with the consent of the USGS, include the participation of other organizations of Chile in the development of activities contained in the scope of this Memorandum.

ARTICLE II. Cooperative Activities

Forms of cooperative activities under this Memorandum may consist of exchanges of technical information, exchange visits, cooperative research between scientists of the Parties engaged in research disciplines of mutual interest within the scope of programs of the Parties, and other forms of cooperative activities as are mutually agreed. Specific areas of cooperation may include, but are not limited to, mineral resource assessments, stratigraphic and structural studies, data systems, mineral exploration methodology, remote sensing applications for geologic mapping and mineral resources studies, geothermal and related volcanic phenomena, marine geologic processes, and structure of the Pacific continental margin.

ARTICLE III. Sources of Financing

Cooperative activities under this Memorandum will be subject to and dependent upon the financial support and manpower available to the Parties. The terms of financing will be agreed upon by the Parties before the commencement of activities.

ARTICLE IV. Rights in Information, Data, and Innovations

All scientific, technical, and development information and data used in or derived from work performed pursuant to this Memorandum or any Annex hereto (hereinafter referred to as the "subject work") shall be freely exchanged between the Parties, and except for such information and data that are identified by a Party as requiring protection for its national security or interest, or are otherwise susceptible to protection as its proprietary data, either Party, after consultation with the other Party, may at its discretion and subject to its national laws, publish the information and data. Any excepted information and data of a Party shall be held confidential by the other Party, but with the written permission of the protected Party, may be made available by the other Party in accordance with its national laws. Unless the Parties mutually agree to the contrary, no information and data shall be subject to copyright protection in the United States of America.

ARTICLE V. Review of Activities

The Parties will designate representatives who, at times mutually agreed by the Parties, will review the activities under this Memorandum.

ARTICLE VI. Disclaimer

Information transmitted by one Party to the other Party under this Memorandum shall be accurate to the best knowledge and belief of the transmitting Party. The transmitting Party does not warrant the suitability of the information transmitted for any particular use or application by the receiving Party or by any third party.

ARTICLE VII. Project Annexes

The specifics of any activity agreed upon within the terms of this Memorandum, including, as appropriate, details concerning financial arrangements shall be confirmed in writing between the Parties. Any activity involving more than the exchange of technical information or exchange visits of individuals shall be described in an Annex to this Memorandum which shall set forth a work plan, staffing requirements, cost estimates, funding sources, and other undertakings, obligations, or conditions not included in this Memorandum. In case of any inconsistency between the terms of this Memorandum and an Annex hereto, the terms of this Memorandum shall govern.

ARTICLE VIII. Entry into Force and Termination

This Memorandum shall enter into force upon signature by both Parties and remain in force for five (5) years. It may be modified or extended by the written agreement of the Parties, and may be terminated at any time by either Party upon ninety (90) days' written notice to the other Party. The termination of this Memorandum shall not affect the validity or duration of proejcts under this Memorandum which are initiated prior to such termination.

Geological Survey of the
Department of the Interior
of the United States of America

Signature

Dallas L. Peck
Name

Director, U.S. Geological Survey
Title

AUG 2 1982
Date

Servicio Nacional de Geologia y
Minería of the Republic of Chile

M. Teresa Cañas P.
Signature

MARIA TERESA CAÑAS PINOCHET
Name

Directora Nacional Servicio Nacional de
Title Geología y Minería.

, Ago. 26, 1982
Date

GPO 1985 48-438 (12800)

10458

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10458

ENERGY

Research and Development

Arrangement Between the
UNITED STATES OF AMERICA
and JAPAN

Implementing the Agreement
of May 2, 1979

Signed at Tokyo May 7, 1982

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S9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89-497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

For sale by the Superintendent of Documents, U.S. Government Printing Office
Washington, D.C. 20402

JAPAN

Energy: Research and Development

Arrangement implementing the agreement of May 2, 1979.
Signed at Tokyo May 7, 1982;
Entered into force May 7, 1982.

IMPLEMENTING ARRANGEMENT BETWEEN THE UNITED STATES DEPARTMENT OF ENERGY AND THE AGENCY OF INDUSTRIAL SCIENCE AND TECHNOLOGY OF JAPAN IN THE FIELD OF SOLAR ENERGY

WHEREAS

The Government of the United States of America and the Government of Japan have signed an Agreement on Cooperation in Research and Development in Energy and Related Fields, dated May 2, 1979;[1]

Article IV of the above Agreement provides that implementing arrangements specifying the details and procedures of cooperative activities will be made between the two Governments or their agencies, whichever is appropriate;

The United States Department of Energy (DOE) and the Agency of Industrial Science and Technology (AIST) of Japan, hereinafter called the Parties, wish to establish such an implementing arrangement for cooperation in the field of solar energy;

In their pursuit of bilateral cooperation under this Implementing Arrangement, (hereinafter referred to as "Arrangement"), the Parties agree to take into consideration those multilateral cooperative activities in the field of solar energy in which their respective governments participate, such as those under the aegis of the International Energy Agency.

It is agreed as follows:

ARTICLE 1

The objective of cooperation under this Arrangement is to establish, for the mutual benefit of the Parties, a balanced exchange of solar energy technology. The areas and forms of cooperation are listed under Articles 2 and 3, respectively.

---

[1] TIAS 9463; 30 UST 4365.

ARTICLE 2

1. The areas of initial cooperation in the field of solar energy covered by this Arrangement may include:

a. Solar Thermal Power Systems
b. Photovoltaic Power Systems
c. Solar Heating, Cooling and Hot Water Supply Systems

2. Areas of possible future cooperation, when mutually agreed to by the Parties, may include:

a. Ocean Energy Systems
b. Conversion of Biomass to Useful Forms of Energy
c. Wind Power Systems

3. Other areas of cooperation may be added by mutual agreement.

ARTICLE 3

Cooperation under this Arrangement may include, but is not limited to, the following forms:

1. Exchange of scientific and technical information, and results and methods of research and development.

2. Organization of seminars and other meetings on agreed topics covering problems of research and development in the areas enumerated in Article 2, in a manner agreed to by the Joint Coordinating Committee (Article 4).

3. Short survey visits by individuals or specialist teams to the solar energy facilities of the other Party. Such teams shall generally consist of no more than five members for each of the areas of cooperation listed in Article 2. Visits of up to two weeks duration shall generally be made alternately to Japan and the United States. The itinerary for each such visit shall be prepared by the receiving Party, taking into account requests by the sending Party for visits to specific persons, laboratories and facilities. Each such visit shall include one day of seminars in which the visiting team shall report on its Party's solar energy research activities. The receiving Party may invite additional participants to attend the one-day seminars.

4. Exchange of materials, instruments, and components for testing.

5. Exchange of scientists, engineers, and other specialists for participation in agreed research, development, analysis, design and experimental activities conducted in scientific centers, laboratories, engineering offices and solar energy facilities of each of the Parties or its contractors for agreed periods.

6. Joint undertakings in the form of experiments, tests, design analysis or other technical collaborative activities, including joint use of each Party's solar test facilities and measurement equip-

ment, and the testing of each Party's equipment in the solar test facilities of the other Party.

Other specific forms of cooperation may be jointly agreed by the Parties and approved by the Joint Coordinating Committee (Articles 4 and 5).

ARTICLE 4

1. To supervise the execution of this Arrangement a Joint DOE/AIST Coordinating Committee in the Field of Solar Energy shall be established. The Joint Coordinating Committee shall consist of up to ten members, half of whom shall be appointed by each Party. This Committee shall meet each year, alternately in the United States and in Japan, or at other agreed times and places. The Head of the Delegation of the Receiving Party shall act as Chairman during meetings of the Committee.

2. At its meetings, the Joint Coordinating Committee shall evaluate the status of cooperation under this Arrangement. This evaluation shall include an assessment of the balance of exchanges in the various areas of cooperation listed in Article 2 and, if necessary, a consideration of measures required to correct any imbalances.

3. For periods between meetings of the Joint Coordinating Committee, each Party shall nominate one person to act on its behalf in all matters concerning cooperation under this Arrangement.

4. For the detailed management of the cooperation, each Party shall appoint one or more "Correspondents" for each of the areas listed in Article 2, paragraph 1. The Correspondents shall be responsible for the working contacts between the Parties in their respective areas of cooperation. The Correspondents shall agree on specific programs of cooperation in their respective areas, within guidelines and policy set by the Joint Coordinating Committee. At each meeting of the Joint Coordinating Committee, the Correspondents shall report on their cooperative activities since the previous meeting of the Joint Coordinating Committee, and shall propose for acceptance a program of cooperation for the next twelve months.

ARTICLE 5

1. Major new proposals for cooperation proposed by either of the Parties shall be reviewed, if deemed sufficiently important, by either the Joint Coordinating Committee or by the respective Heads of Delegations of the Joint Coordinating Committee.

2. Where it is decided by the Parties that a cooperative program or project under this Arrangement should be subject to a formalized specific memorandum of agreement executed by both Parties, such specific memorandum of agreement shall cover all detailed provisions for implementing such cooperative program or project, including such matters as patents, exchange of equipment, and information disclosure specific to the particular program or project.

ARTICLE 6

1. The Parties shall exchange, as agreed on a mutually beneficial basis, scientific and technical information, documents and results of research and development related to work carried out under this Arrangement. Such information shall be limited to that which they have the right to disclose, either in their possession or available to them, from the technical areas described in Article 2.

2. Seminar proceedings and reports of joint programs carried out under this Arrangement shall be published as joint publications, as mutually agreed by both Parties.

3. Both Parties agree that information developed or exchanged under this Arrangement may be given wide distribution. Such information, except as noted in paragraphs 4 and 5 of this Article, may be made available to the public by either Party through customary channels and in accordance with normal procedures of the Parties.

4. It is recognized by both Parties that in the process of exchanging information, or in the process of other cooperation, the Parties may provide to each other "industrial property of a proprietary nature". Such property, including trade secrets, inventions, patent information, and know-how, made available hereunder, but acquired by either Party prior to, or outside, the course of these activities, and which bears a restrictive designation, shall be respected by the receiving Party and shall not be used for commercial purposes or made public without the consent of the transmitting Party. Such property is defined as:

a. of type customarily held in confidence by commercial firms;

b. not generally known or publicly available from other sources;

c. not having been made available previously by the transmitting Party or others without an agreement concerning its confidentiality; and

d. not already in the possession of the receiving Party or its contractors.

5. Recognizing that "industrial property of a proprietary nature," as defined above, may be necessary for the conduct of a specific cooperative project or may be included in an exchange of information, such property shall be used only in the furtherance of solar energy programs in the receiving country. Its dissemination shall, unless otherwise mutually agreed, be limited as follows:

a. to persons within or employed by the receiving Party, and to other concerned Government agencies of the receiving Party; and

b. to prime or subcontractors of the receiving Party for use only within the territory of the receiving Party and within the framework of its contract(s) with the respective Party engaged

in work relating to the subject matter of the information so disseminated;

provided that the information disseminated to any person under subparagraphs a or b above shall bear a marking restricting dissemination outside the recipient's organization. Each Party will use its best efforts to ensure that the dissemination of proprietary data received under this Arrangement is controlled as prescribed herein.

ARTICLE 7

Copyrights of either Party or of cooperating organizations and persons shall be accorded treatment consistent with internationally recognized standards of protection. As to copyrights of material within the scope of paragraphs 1, 2 and 3 of Article 6 owned or controlled by a Party, each Party shall make efforts to grant to the other a license to reproduce copyrighted material.

ARTICLE 8

The application or use of any information exchanged or transferred between the Parties under this Arrangement shall be the responsibility of the Party receiving it, and the transmitting Party does not warrant the suitability of such information for any particular use or application.

ARTICLE 9

1. With respect to any invention or discovery made or conceived in the course of or under this Arrangement.

a. If made or conceived by personnel of one Party (the Assigning Party) or its contractors while assigned to the other Party (Receiving Party) or its contractors, in connection with exchanges of scientists, engineers and other specialists:

1) The Receiving Party shall acquire all right, title and interest in and to any such invention or discovery in its own country and in third countries.

2) The Assigning Party shall acquire all right, title and interest in and to any such invention or discovery in its own country.

b. If made or conceived by a Party or its contractors as a direct result of employing information which has been communicated to it under this Arrangement by the other Party or its contractors or communicated during seminars or other joint meetings, the Party making the invention shall acquire all right, title and interest in and to such invention or discovery in all countries.

c. For loans or exchanges of material, instruments and equipment having a value of less than five thousand United States dollars, the provisions of subparagraph b above shall apply.

d. The Party which owns an invention referred to in subparagraphs a, b and c above shall license such inventions to the other Party, its Government and the nationals of its country designated by it upon request of the other Party on reasonable terms and conditions.

e. The distribution of rights set forth in subparagraph a, b and c are applicable only to the exchange of personnel and information, and loans or exchanges of materials, instruments, and equipment having a value of less than five thousand United States dollars. With regard to other specific forms of cooperation including special joint research projects, the Parties shall provide for appropriate distribution of rights to inventions or discoveries resulting from such cooperation taking into consideration the benefits, rights and contributions of the Parties.

2. The preceding paragraph 1 of this Article shall apply *mutatis mutandis* to design protection.

3. Each Party shall assume the responsibility to pay awards or compensation required to be paid to its own nationals according to its own laws. Each Party shall, prior to the assignment of any personnel to a facility in the receiving country secure from the employer of such personnel a commitment that the employer agrees to hold the receiving Party and its contractors harmless with respect to any claim of the employee for compensation with respect to any inventions within the scope of paragraph 1 and 2 of this Article. Each Party shall, without prejudice to any rights of inventors under its national laws, take all necessary steps to provide the cooperation from its inventors required to carry out the provisions of this Article.

ARTICLE 10

Both Parties agree that in the event equipment is to be exchanged or supplied by one Party to the other, the following provisions shall apply covering the shipment and use of agreed equipment.

1. The sending Party shall supply as soon as possible a detailed list of the equipment to be provided together with the relevant specifications and technical and informational documentation.

2. The equipment and necessary spare parts supplied by sending Party for use in joint projects shall remain its property and shall be returned to the sending Party upon completion of the mutually agreed upon activity unless otherwise agreed.

3. The above-mentioned equipment shall be brought into operation at the host establishment only by mutual agreement between the Parties or between their senior representatives at the host establishment.

4. The host establishment shall provide the necessary premises for the equipment, and will provide for electric power, water, gas,

etc., in accordance with technical requirements which shall be as mutually agreed.

5. Responsibility and expenses for the transport of equipment and materials from the United States by plane or ship to an authorized port of entry in Japan convenient to the ultimate destination, and return, and also responsibility for their safekeeping and insurance en route, shall rest with DOE.

6. Responsibility and expenses for the transport of equipment and materials from Japan by plane or ship to an authorized port of entry in the United States convenient to the ultimate destination and return, and also responsibility for their safekeeping and insurance en route, shall rest with AIST.

7. The equipment provided by the sending Party for carrying out mutually agreed upon activities shall be considered to be scientific, not having a commercial character.

8. The receiving Party shall be responsible for safekeeping and insurance en route from authorized port of entry to the ultimate destination and return.

ARTICLE 11

1. In carrying out agreed upon exchanges of personnel, it may be necessary to attach selected staff of one Party to an establishment of the other Party. The sending Party shall ensure the selection of adequate staff with skills and competence necessary to conduct the agreed joint projects.

2. Each such attachment of staff shall be the subject of a separate attachment agreement between the Parties.

3. Each Party shall be responsible for the salaries, insurance and allowances to be paid to its staff.

4. Each Party shall pay for travel and living expenses of its staff while on attachment to the host Party unless otherwise agreed.

5. The host establishment shall arrange for satisfactory accommodations for the other Party's staff and their families on a mutually agreeable reciprocal basis.

6. Each Party shall provide all necessary assistance to the attached staff (and their families) of the other Party as regards administrative formalities, including travel arrangements.

7. The staff of each Party shall conform to the general rules of work and safety regulations in force at the host establishment, or as agreed in separate attachment of staff agreements.

ARTICLE 12

1. Should any question of liability occur between the Parties relating to damages to staff or equipment or property or between a Party and a third party during the cooperation, the two Parties agree that compensation for damages shall be provided by the party responsible in accordance with the applicable laws of the country on whose territory the said damages have been incurred.

2. a. "Staff" of a Party means the employees of the Party, its contractors and subcontractors performing services under this Arrangement, and employees of these contractors and subcontractors performing services under this Arrangement.

b. "Equipment or Property" of a Party means the equipment or property owned or controlled by that Party, or by the contractor and subcontractors of that Party who perform services in connection with joint projects under this Arrangement.

The Party on whose territory the damage was incurred shall, in consultation with the other Party, take upon itself the resolution of all questions connected with the determination of the causes, extent and necessity for compensation for damages incurred. Any such resolution shall have the concurrence of the other Party.

4. [3.] In the event of any dispute between the two Parties, a Committee shall be appointed by the Parties, with equal representation. The conclusions of the Committee will be presented to DOE and AIST who shall review the conclusions and arrive at a mutual agreement concerning final disposition.

ARTICLE 13

The provisions of this Arrangement shall not affect the rights or duties of the Parties hereto under other agreements or arrangements. This Arrangement also in no way precludes commercial firms or other legally constituted enterprises in each of the two countries from engaging in commercial dealings in accordance with the applicable laws of each country; nor does it preclude the Parties from engaging in activities with other Governments or persons, except that industrial property of a proprietary nature shall have limited dissemination as set forth in Article 6, paragraphs 4 and 5, of this Arrangement. Moreover, it is expected that the present Arrangement should facilitate industrial and commercial exchanges in the field of solar energy between the firms of the countries of the Parties with a view to mutual benefits from such exchanges for both countries.

ARTICLE 14

Cooperation under this Arrangement shall be in accordance with laws of the respective countries and the regulations of the Parties. All questions related to the Arrangement arising during its term shall be settled by the Parties by mutual agreement.

ARTICLE 15

Each Party shall bear the costs of its participation in the activities under this Arrangement. It is understood that the ability of the Parties to carry out their obligations is subject to the availability of appropriated funds.

ARTICLE 16

1. This Arrangement shall enter into force upon signature and, subject to paragraph 2 of this Article, shall remain in force as long as the Agreement between the Government of Japan and the Government of the United States of America on Cooperation in Research and Development in Energy and Related Fields, signed on May 2, 1979, remains in force, but in no event later than ten years from the date of signature of this Arrangement. This Arrangement may be amended by mutual agreement of the Parties. The implementation of, and progress under, this Arrangement shall be subject to annual review by the Parties.

2. This Arrangement may be terminated at any time at the discretion of either Party, upon one year's advance notification in writing by the Party seeking to terminate the Arrangement. Such termination shall be without prejudice to the rights which may have accrued under this Arrangement to either Party up to the date of such termination.

3. In the event that, during the period of this Arrangement, the nature of either Party's solar energy program should change substantially, whether this be by extension, reduction, transformation or amalgamation of major elements with the solar energy program of a third Party, either Party shall have the right to request revisions in the scope and/or terms of this Arrangement.

4. All joint efforts and experiments not completed at the termination of this Arrangement may be continued until their completion under the terms of this Arrangement.

DONE at Tokyo, Japan in duplicate, this 7th day of May 1982.

BILLY D. HILL
FOR THE UNITED STATES
Department of Energy

T. TAKADA
FOR THE AGENCY OF INDUSTRIAL
Science and Technology of Japan

GPO 1985 48-439 (12800)

10459

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10459

FISHERIES OFF THE UNITED STATES COASTS

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DEPOSITORY 376

Agreement Between the
UNITED STATES OF AMERICA
and the REPUBLIC OF KOREA

Extending the Agreement of
January 4, 1977

Effected by Exchange of Notes
Dated at Washington June 30, 1982

S9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89-497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

For sale by the Superintendent of Documents, U.S. Government Printing Office
Washington, D.C. 20402

REPUBLIC OF KOREA

Fisheries Off the United States Coasts

Agreement extending the agreement of January 4, 1977.
Effected by exchange of notes
Dated at Washington June 30, 1982;
Entered into force June 30, 1982.

The State Department to the Korean Embassy

The Department of State wishes to refer the Embassy of the Republic of Korea to the Agreement between the Government of the United States of America and the Government of the Republic of Korea Concerning Fisheries Off the Coasts of the United States, with Annexes and Agreed Minutes, signed in Washington, D.C. on January 4, 1977.[1]

The Department of State wishes to propose on behalf of the United States of America that the provisions of this Agreement shall be applied until July 31, 1982, or, if a new governing international fishery agreement is signed on or before that date, by the deadline for completion of Congressional review of the new agreement pursuant to section 203(a) of the Magnuson Fishery Conservation and Management Act (16 U.S.C. §1801 et seq.).

The Department of State also wishes to propose that if the said proposal is acceptable to the Government of the Republic of Korea, the present Note and the Embassy's reply indicating such acceptance shall be regarded as constituting an agreement between the two Governments, which will enter into force upon the completion of internal procedures in the United States.[2]

Department of State,

Washington, June 30, 1982

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[1] TIAS 8526; 28 UST 1753.
[2] June 30, 1982.

The Korean Embassy to the State Department

EMBASSY OF THE REPUBLIC OF KOREA
WASHINGTON, D. C.

KAM 82/133

The Embassy of the Republic of Korea wishes to refer the Department of State to the Latter's Note of June 30, 1982, regarding the Agreement between the Government of the Republic of Korea and the Government of the United States of America concerning Fisheries off the Coasts of the United States, signed in Washington, D.C. on January 4, 1977.

The Embassy of the Republic of Korea further wishes to inform the Department of State that the proposition made by the Department in the above-mentioned Note is acceptable to the Government of the Republic of Korea.

Washington, D.C.
June 30, 1982

GPO 1985 48-440 (12800)

10460

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10460

FISHERIES OFF THE UNITED STATES COASTS

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DEPOSITORY 378

Agreement Between the
UNITED STATES OF AMERICA
and SPAIN

Extending the Agreement
of February 16, 1977

Effected by Exchange of Notes
Dated at Washington June 30 and
July 2, 1982

S9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89-497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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SPAIN

Fisheries Off the United States Coasts

Agreement extending the agreement of February 16, 1977.
Effected by exchange of notes
Dated at Washington June 30 and July 2, 1982;
Entered into force July 2, 1982;
Effective June 30, 1982.

The Department of State to the Spanish Embassy

The Department of State wishes to refer the Embassy of Spain to the Agreement between the Government of the United States of America and the Government of Spain Concerning Fisheries Off the Coasts of the United States, with Annexes and Agreed Minutes, signed in Washington, D.C. on February 16, 1977.[1]

The Department of State wishes to propose on behalf of the United States of America that the provisions of this Agreement shall be applied until July 31, 1982, or, if a new governing international fishery agreement is signed on or before that date, by the deadline for completion of Congressional review of the new agreement pursuant to section 203(a) of the Magnuson Fishery Conservation and Management Act (16 U.S.C. §1801 et seq.).

The Department of State also wishes to propose that if the said proposal is acceptable to the Government of Spain, the present Note and the Embassy's reply indicating such acceptance shall be regarded as constituting an agreement between the two Governments, which will enter into force upon the completion of internal procedures in the United States.[2]

Department of State,

Washington, June 30, 1982

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[1] TIAS 8523; 28 UST 1631.

[2] Entered into force July 2, 1982, effective June 30, 1982.

The Spanish Embassy to the Department of State

No. 149

The Embassy of Spain presents its compliments to the Department of State and, following instructions from its Government, acknowledges receipt of the Note of the Department of State dated June 30, which contained the following text:

"The Department of State wishes to refer the Embassy of Spain to the Agreement between the Government of the United States of America and the Government of Spain Concerning Fisheries Off the Coast of the United States, with Annexes and Agreed Minutes, signed in Washington, D.C. on February 16, 1.977.

The Department of State wishes to proposes on behalf of the United States of America that the provisions of this Agreement shall be applied until July 31, 1.982, or, if a new governing international fishery agreement is signed on or before that date, by the deadline for completion of Congressional review of the new agreement pursuant to section 203(a) of the Magnuson Fishery Conservation and Management Act (16 U.S.C. § 1801 et seq.).

The Department of State also wishes to propose that if the said proposal is acceptable to the Government of Spain, the present Note and the Embassy's reply indicating such acceptance shall be regarded as constituting an agreement between the two Governments, which will enter into force upon the completion of internal procedures in the United States."

The Spanish Authorities agree with the content of said Note and, therefore, the State Department's Note and this Embassy's reply shall constitute

an agreement between the two Governments on the extension of the Agreement Concerning Fisheries Off the Coast of the United States, signed in Washington, D.C., on February 16, 1977.

The Embassy of Spain avails itself of this opportunity to express to the Department of State the assurances of its highest consideration.

Washington, D.C., July 2, 1982

EMBASSY OF SPAIN WASHINGTON

Department of State
Protocol Section
Washington, D.C.

GPO 1985 48-441 (12800)

10461

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10461

TRADE IN TEXTILES AND TEXTILE PRODUCTS

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Agreements Between the
UNITED STATES OF AMERICA
and THAILAND

Amending and Extending the
Agreement of October 4, 1978,
as Amended

Effected by Exchange of Letters
Signed at Bangkok August 26 and 27, 1982

And Exchange of Letters
Signed at Bangkok September 2 and 14, 1982

And Exchange of Letters
Signed at Bangkok September 3 and 22, 1982

And Exchange of Letters
Signed at Bangkok September 30 and
October 25, 1982

S9. 10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89-497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

For sale by the Superintendent of Documents, U.S. Government Printing Office
Washington, D.C. 20402

THAILAND

Trade in Textiles and Textile Products

Agreements amending and extending the agreement of October 4, 1978, as amended.
Effected by exchange of letters
Signed at Bangkok August 26 and 27, 1982;
Entered into force August 27, 1982.
And exchange of letters
Signed at Bangkok September 2 and 14, 1982;
Entered into force September 14, 1982.
And exchange of letters
Signed at Bangkok September 3 and 22, 1982;
Entered into force September 22, 1982.
And exchange of letters
Signed at Bangkok September 30 and October 25, 1982;
Entered into force October 25, 1982.

The American First Secretary to the Thai Deputy Director-General, Department of Foreign Trade, Ministry of Commerce

EMBASSY OF THE
UNITED STATES OF AMERICA
Bangkok, Thailand

August 26, 1982

Mrs. Oranuj Ostananda
Deputy Director-General
Department of Foreign Trade
Ministry of Commerce
Sanamchai Road
Bangkok 2

Dear Mrs. Oranuj:

I am writing with reference to paragraph 4 of the agreement between the United States and Thailand relating to trade in cotton, wool and man-made fiber textiles and textile products, with annexes, effected by exchange of notes on October 4, 1978, as amended[1] ("The Agreement") and to discussions between representatives of our two governments concerning exports from Thailand to the United States of products classified in textile Category 320 (other cotton fabrics, N.K.).

On behalf of my government, I would like to propose that:

1. For purposes of the agreement, Category 315 and the items covered under TSUSA No. 326.0092 in Category 320 shall be merged and treated as a single category;

2. Annex B of the agreement shall be amended to establish a specific limit for this category as follows:

Category	Period	Level
315 plus TSUSA No. 326.0092	1/1/82 - 12/31/82	15,760,000 SYD

3. The specific limit provided for Category 315 plus TSUSA No. 326.0092 may be exceeded by not more than 6 percent (swing), provided that the amount of the increase is compensated for by an equivalent square yard equivalent decrease in the apparel limit;

4. Carryforward and carryover shall not be applicable to Category 315 plus TSUSA No. 326.0092;

[1] TIAS 9215, 9462, 9643, 9717, 9937, 10153, 10368; 30 UST 718, 4360; 31 UST 4824; 32 UST; 33 UST.

5. Annex C of the agreement shall be amended to delete Categories 315 and 320 and to create the following new category:

Category	Designated Consultation Level
320 (excluding TSUSA No. 326.0092)	1,500,000 SYD

If the above proposal is acceptable to your government, this letter and your letter of confirmation on behalf of your government shall constitute an amendment to the agreement.

Sincerely,

Gary D. De Vight
First Secretary

The Thai Director-General, Department of Foreign Trade, Ministry of Commerce, to the American First Secretary

No. 4593

Department of Foreign Trade
Ministry of Commerce

August 27, 1982

Mr. Gary D. De Vight
First Secretary
Embassy of the United States of America
Bangkok

Dear Mr. Gary D. De Vight,

We have the honour to refer to your letter of 26 August, 1982 regarding the discussions between representatives of our two governments concerning exports from Thailand to the United States of products classified in textile Category 320. We have the pleasure to confirm our acceptance of your proposals as contained in the above mentioned letter as under.

1. For purpose of the agreement, Category 315 and the items covered under TSUSA No. 326.0092 in Category 320 shall be merged and treated as a single category.

2. Annex B of the agreement shall be amended to establish a specific limit for this category as follows:

Category	Period	Level
315 plus TSUSA No. 326.0092	1/1/82-12/31/82	15,760,000 Syd

3. The specific limit provided for Category 315 plus TSUSA No. 326.0092 may be exceeded by not more than 6 percent (swing), provided that the amount of the increase is compensated for by an equivalent square yard equivalent decrease in the apparal limit.

4. Carry forward and carryover shall not be applicable to category 315 plus TSUSA No. 326.0092.

5. Annex C of the agreement shall be amended to delete Categories 315 and 320 and to create the following new category:

Category	Designated Consultation Level
320 (excluding TSUSA No.326.0092)	1,500,000 Syd

We have the honour to accept the above proposals and that this letter, together with your letter of 26 August, 1982 shall constitute an agreement between our two Governments.

Sincerely yours,

(Danai Tulalamba)
Director-General

The American First Secretary to the Thai Deputy Director-General, Department of Foreign Trade, Ministry of Commerce

EMBASSY OF THE
UNITED STATES OF AMERICA
Bangkok, Thailand

September 2, 1982

Mrs. Oranuj Ostananda
Deputy Director-General
Department of Foreign Trade
Ministry of Commerce
Sanamchai Road
Bangkok 10200

Dear Mrs. Oranuj:

I refer to paragraphs 1 and 16 of the agreement between the United States and Thailand relating to trade in cotton, wool and man-made fiber textiles and textile products, effected by exchange of notes October 4, 1978, as amended ("The Agreement").

On behalf of my government, I would like to propose the following amendments:

-- The term of the agreement shall be extended by six months so that it ends June 30, 1983;

-- The fifth agreement period shall be January 1, 1982 through June 30, 1983.

-- The limit for apparel for the fifth agreement period shall be 106,639,809 square yards equivalent.

During this fifth agreement period, the following specific limits shall apply:

Category	Level
315 Plus TSUSA No. 326.0092	23,640,000 SYD
331	632,366 DPR.
334/335	82,821 DOZ.
338/339	897,048 DOZ.
340	158,211 DOZ.
341	167,037 DOZ.

Category	Level
347/348	282,594 DOZ.
445/446	22,102 DOZ.
634/635	578,377 DOZ.
638	188,044 DOZ.
639	1,970,492 DOZ.
641	249,775 DOZ.
645/646	113,866 DOZ.
647/648	644,920 DOZ.

Except as specified below, consultation levels for the fifth agreement period shall be 1,500,000 square yards equivalent for cotton and man-made fiber non-apparel categories, 1,050,000 square yards equivalent for cotton and man-made fiber categories, and 150,000 square yards equivalent for all wool categories:

Category	Consultation Level
313	15,000,000 SYE
314	10,500,000 SYE
317	8,400,000 SYE
319	7,500,000 SYE
320 (excluding TSUSA No. 326.0092)	2,250,000 SYE
604	731,708 LBS.
613	14,250,000 SYE
336	33,113 DOZ.
640	62,501 DOZ.
659	434,616 LBS.

If this proposal is acceptable to your government, this letter and your letter of confirmation on behalf of your government shall constitute an amendment to the agreement.

Sincerely,

Gary D. De Vight
First Secretary

The Thai Director-General, Department of Foreign Trade, Ministry of Commerce, to the American First Secretary

No. 0304/ 1699

Department of Foreign Trade
Ministry of Commerce
Bangkok

September 14 , 1982

Mr. Gary D. De Vight
First Secretary
Embassy of the United States of America
Bangkok 5
Dear Mr. Gary D. De Vight,

We have the honour to acknowledge the receipt of your letter dated 2nd September 1982, which read as follows:

"On behalf of my government, I would like to propose the following amendments:

-- The term of the agreement shall be extended by six months so that it ends June 30, 1983.

-- The fifth agreement period shall be January 1, 1982 through June 30, 1983.

-- The limit for apparel for the fifth agreement period shall be 106,639,809 square yards equivalent.

During this fifth agreement period, the following specific limits shall apply:

Category	Level
315 Plus TSUSA No. 326.0092	23,640,000 SYD
331	632,366 DPR.
334/335	82,821 DOZ
338/339	897,048 DOZ
340	158,211 DOZ
341	167,037 DOZ
Category	Level
347/348	282,594 DOZ.
445/446	22,102 DOZ.
634/635	578,377 DOZ.
638	188,044 DOZ.
639	1,970,492 DOZ.
641	249,775 DOZ.
645/646	113,866 DOZ
647/648	644,920 DOZ.

Except as specified below, consultation levels for the fifth agreement period shall be 1,500,000 square yards equivalent for cotton and man-made fiber non-apparel categories, 1,050,000 square yards equivalent for cotton and man-made fiber categories, and 150,000 square yards equivalent for all wool categories:

Category	Consultation Level
313	15,000,000 SYE
314	10,500,000 SYE
317	8,400,000 SYE
319	7,500,000 SYE
320 (excluding TSUSA No. 326.0092)	2,250,000 SYE
604	731,708 LBS.
613	14,250,000 SYE
336	33,113 DOZ
640	62,501 DOZ.
659	434,616 LBS.

If this proposal is acceptable to your government, this letter and your letter of confirmation on behalf of your government shall constitute an amendment to the agreement."

We have further the honour to confirm our acceptance of the foregoing amendments and to agree that your letter of September 2, 1982 and this letter shall constitute an administrative arrangement between our two governments.

Sincerely yours,

The Thai Deputy Director-General, Department of Foreign Trade, Ministry of Commerce, to the American First Secretary

No. 0304/ 1633

Department of Foreign Trade
Ministry of Commerce
Bangkok

September 3 , 1982

Mr. Gary D. De Vight
First Secretary
Embassy of the United States of America
Bangkok

Dear Mr. De Vight

I am writing with reference to paraqraph 4 of the agreement between the United States and Thailand relating to trade in cotton, wool and man - made fiber textiles and textile products, with annexes, effected by exchange of notes on October 4, 1978, as amended (" the Agreement "). I would like to submit the request of my governrent seeking an increase of the consultation levels for category 345 to a level of 0.9 million square yards for the 1982 agreement year.

Hoping to here from you soon and thank you for your cooperation.

Sincerely yours,

(Mrs. Oranuj Osatananda)
Deputy Director-General

The American First Secretary to the Thai Deputy Director-General, Department of Foreign Trade, Ministry of Commerce

EMBASSY OF THE
UNITED STATES OF AMERICA
Bangkok, Thailand

September 22, 1982

Mrs. Oranuj Osatananda
Deputy Director-General
Department of Foreign Trade
Department of Commerce
Sanamchai Road
Bangkok 10200

Dear Mrs. Oranuj:

I refer to paragraph 4 of the agreement between the United States and Thailand relating to trade in cotton, wool, and man-made fiber textiles and textile products, with annexes, effected by exchange of notes dated October 4, 1978, as amended, and to your letter of September 3, 1982 in which you request on behalf of the Royal Thai Government that the consultation level for Category 345 be increased to 0.9 million square yards for the 1982 agreement year.

I am pleased to inform you that my government agrees to this request and that your letter and this reply thereto constitute an amendment to the agreement.

Sincerely,

Gary D. De Vight
First Secretary

The Thai Director-General, Department of Foreign Trade, Ministry of Commerce, to the American First Secretary

No. 0304/ 1803

Department of Foreign Trade
Ministry of Commerce
Bangkok

September 30 , 1982

Mr. Gary D. De Vight
First Secretary
Embassy of The United States of America
Bangkok

Dear Mr. De Vight,

We refer to paragraph 4 of the Agreement of October 4, 1978 ("The Agreement"), between the United States of America and Thailand relating to Trade in Cotton, Wool and Man-Made Fiber Textiles and Textile Products, with annexes, as amended and to the exchange of notes dated August 27, 1982, as amended, ("The Agreement").

We would like to request for an increase of the consultation levels for category 320 (M.E.S.) to a level of 8 million square yards for the fifth agreement period (January 1, 1982 - June 30, 1983).

Your kind consideration would be appreciated.

Sincerely yours,

(Danai Tulalamba)
Director-General

The American First Secretary to the Thai Director-General, Department of Foreign Trade, Ministry of Commerce

EMBASSY OF THE
UNITED STATES OF AMERICA
Bangkok, Thailand

October 25, 1982

Khun Danai Tulalamba
Director-General
Department of Foreign Trade
Ministry of Commerce
Sanamchai Road
Bangkok 10200

Dear Khun Danai:

I refer to paragraph four of the agreement between the United States and Thailand relating to trade in cotton, wool and man-made fiber textiles and textile products, with annexes, effected by exchange of notes dated October 4, 1978, as amended, and to your letter of September 30 in which you request on behalf of the Royal Thai Government that the consultation level for Category 320 (excluding TSUSA Number 326.0092) be increased to 8 million square yards for the fifth agreement period (January 1, 1982 - June 30, 1983).

I am pleased to inform you that my Government agrees to this request and that your letter and this reply thereto constitute an amendment to the agreement.

Sincerely,

Gary D. De Vight
First Secretary

GPO 1985 48-442 (12800)

10462

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10462

HEALTH

Biomedical Research and Technology

Agreement Between the UNITED STATES OF AMERICA and the FEDERAL REPUBLIC OF GERMANY

Amending and Extending the Agreement of September 22, 1976

Effected by Exchange of Letters
Signed at Washington August 20 and
September 14, 1982

59.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89-497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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FEDERAL REPUBLIC OF GERMANY

Health: Biomedical Research and Technology

Agreement amending and extending the agreement of September 22, 1976.
Effected by exchange of letters
Signed at Washington August 20 and September 14, 1982;
Entered into force September 14, 1982;
Effective September 22, 1981.

The Assistant Secretary for Health, Department of Health and Human Services, to the German Ambassador

DEPARTMENT OF HEALTH & HUMAN SERVICES — Public Health Service

Office of the Assistant Secretary for Health
Washington DC 20201

August 20, 1982

His Excellency Peter Hermes
Ambassador
Embassy of the Federal Republic of Germany
4645 Reservoir Road, N.W.
Washington, D.C. 20007

Dear Mr. Hermes:

The Department of Health and Human Services wishes to recognize the close and fruitful cooperation which has taken place since the signature of the Agreement between the Department of Health and Human Services (and its predecessor the Department of Health, Education and Welfare) and the Federal Ministry for Research and Technology of the Federal Republic of Germany on Cooperation in the Field of Biomedical Research and Technology of September 22, 1976.[1]

The Department notes with regret that this Agreement expired on September 21, 1981.

In order to continue the close and mutually beneficial cooperation which has taken place since the signature of the Agreement, the Department proposes the following:

A. That the 1976 Agreement be extended for another five-year period, effective September 22, 1981;

B. That the following changes be made to the 1976 Agreement:

1. All mention of the Department of Health, Education and Welfare and DHEW be changed to the Department of Health and Human Services and DHHS, respectively;

2. In Article IV, first sentence, the words "and personnel" should be added between the words "funds" and "and" on the first line; and

3. Article X should be reworded as follows: "This agreement shall enter into force upon signature and shall remain in force for five years. It may be extended or modified by the written agreement of the Parties."

C. In addition, the Department notes that the Agreement shall also apply to Land Berlin, provided that the Government of the Federal Republic of Germany does not make a contrary declaration to the Government of the United States of America within three months from the date of the final exchange of letters.

[1] TIAS 8457; 27 UST 4358.

If you agree to these proposals, this letter and your response will constitute an agreement to extend the 1976 Agreement as amended, with effect from September 22, 1981.

Enclosed is a copy of the 1976 Agreement with the proposed amendments.

Sincerely yours,

E. M. Brandt Jr.

Edward M. Brandt, Jr., M.D.
Assistant Secretary for Health

Enclosure [1]

[1] See footnote 1, p. 2.

The German Ambassador to the Assistant Secretary for Health, Department of Health and Human Services

Der Botschafter der Bundesrepublik Deutschland

Washington, D. C. 20007
4645 Reservoir Road, N. W.

14. September 1982

Herrn
Edward N. Brandt, Jr., M.D.
Assistant Secretary for Health
Department of Health and
Human Services
Washington, D.C. 20201

Sehr geehrter Herr Brandt,

ich beehre mich, den Empfang Ihres Schreibens vom 20. August 1982 zu bestätigen, mit dem Sie die Verlängerung und Änderung der Vereinbarung zwischen dem Bundesministerium für Forschung und Technologie der Bundesrepublik Deutschland und dem Ministerium für Gesundheit und soziale Dienste der Vereinigten Staaten von Amerika über Zusammenarbeit auf dem Gebiet der biomedizinischen Forschung und Technologie vom 22. September 1976 vorschlagen. Ihr Schreiben lautet in vereinbarter deutscher Fassung wie folgt:

> Das Ministerium für Gesundheit und soziale Dienste wünscht, die enge und fruchtbare Zusammenarbeit anzuerkennen, die seit der Unterzeichnung der Vereinbarung zwischen dem Ministerium für Gesundheit und soziale Dienste (und seinem Vorgänger, dem Ministerium für Gesundheit, Erziehung und Sozialfürsorge) und dem Bundesministerium für Forschung und Technologie der Bundesrepublik Deutschland über Zusammenarbeit auf dem Gebiet der biomedizinischen Forschung und Technologie am 22. September

1976 stattgefunden hat. Das Ministerium stellt mit Bedauern fest, daß die Vereinbarung am 21. September 1981 abgelaufen ist.

Um die enge und für beide Seiten nützliche Zusammenarbeit, die seit der Unterzeichnung der Vereinbarung stattgefunden hat, fortzusetzen, schlägt das Ministerium vor:

- daß die Vereinbarung von 1976 um weitere fünf Jahre mit Wirkung vom 22. September 1981 verlängert wird;
- daß die Vereinbarung von 1976 wie folgt geändert wird:
  1. Jede Nennung des Ministeriums für Gesundheit, Erziehung und Sozialfürsorge und der Abkürzung DHEW ist zu ändern in Ministerium für Gesundheit und soziale Dienste bzw. DHHS,
  2. in Artikel IV, erster Satz, sind in der ersten Zeile zwischen den Worten "Mittel" und "und" die Worte "und Mitarbeiter" einzufügen sowie
  3. Artikel X sollte wie folgt lauten: "Die Vereinbarung tritt mit ihrer Unterzeichnung in Kraft und bleibt für fünf Jahre in Kraft. Sie kann durch schriftliche Vereinbarungen zwischen den Vertragsparteien verlängert oder geändert werden."

Darüber hinaus nimmt das Ministerium zur Kenntnis, daß die vorliegende Vereinbarung auch für das Land Berlin gilt, sofern nicht die Regierung der

Bundesrepublik Deutschland gegenüber der Regierung der Vereinigten Staaten von Amerika innerhalb von drei Monaten nach dem abschließenden Briefwechsel eine gegenteilige Erklärung abgibt.

Falls Sie sich mit diesen Vorschlägen einverstanden erklären, werden dieses Schreiben und Ihre Antwort darauf eine Vereinbarung zur Verlängerung der Vereinbarung von 1976 mit Wirkung vom 22. September 1981 bilden.

Der Text der Vereinbarung von 1976 mit den vorgeschlagenen Änderungen liegt en.

Ich beehre mich, Ihnen mitzuteilen, daß ich mit den in Ihrem Schreiben enthaltenen Vorschlägen einverstanden bin. Ihr Schreiben und dieses Schreiben bilden somit eine Verlängerung der Vereinbarung von 1976, die mit dem 22. September 1981 in Kraft getreten ist.

Mit freundlichen Grüßen

Peter Hermes

Peter Hermes

Anlage: Übersetzung

TRANSLATION

September 14, 1982

Edward N. Brandt, Jr., M.D.
Assistant Secretary for Health
Department of Health and Human Services
Washington, D.C. 20201

Dear Mr. Brandt:

I acknowledge receipt of your letter dated August 20, 1982, which contains your proposal to extend and change the Agreement between the Federal Ministry for Research and Technology of the Federal Republic of Germany and the Department of Health and Human Services of the United States of America on Cooperation in the Field of Biomedical Research and Technology of September 22, 1976. The agreed German version of your letter reads as follows:

[For the text of the U.S. letter, see pp. 2-3.]

I have the honor to inform you that I agree to the proposals made in your letter. Your letter and this letter thus constitute an extension of the 1976 Agreement with effect from September 22, 1981.

Sincerely yours,

Peter Hermes

Peter Hermes

Enclosure: Translation

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PEACEKEEPING

Multinational Force

Agreement Between the
UNITED STATES OF AMERICA
and LEBANON

Effected by Exchange of Notes
Signed at Beirut August 18 and 20, 1982

S9. 10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89-497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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LEBANON

Peacekeeping: Multinational Force

Agreement effected by exchange of notes
Signed at Beirut August 18 and 20, 1982;
Entered into force August 20, 1982.

The Lebanese Minister of Foreign Affairs to the American Ambassador

REPUBLIQUE LIBANAISE
MINISTERE DES AFFAIRES ETRANGERES
ET DES LIBANAIS D'OUTRE - MER

LE MINISTRE

Beirut August the 18th, 1982

Your Excellency,

I have the honor to refer to the many conversations between their Excellencies the President of the Republic of Lebanon the Prime Minister and myself on the one hand, and with Ambassador Philip C. Habib, Special Emissary to the President of the United States of America, on the other hand, as well as to the Resolution of the Council of Ministers passed on to day.

I have the honor to refer to the schedule set up by the Government of Lebanon, after consultation with interested parties, in order to assure the withdrawal from Lebanese territory of the Palestinian leaders, offices and combatants related to any organization now in Beirut in a manner which will:

1) assure the safety of such departing personnel;

2) assure the safety of the persons in the area; and

3) further the restoration of the sovereignty and authority of the Government of Lebanon over the Beirut area.

In this context, the Government of Lebanon is proposing to several nations that they contribute forces to serve as a temporary multi-national force (MNF) in Beirut. The mandate of the MNF will be to provide appropriate assistance to the Lebanese Armed Forces (LAF) as they carry out the foregoing responsibilities, in accordance with the annexed schedule. The MNF may undertake other functions only by mutual agreement. It is understood, that in the event that the withdrawal of the Palestinian personnel referred to above does not take place in accord with the predetermined schedule, the mandate of the MNF will terminate immediately and all MNF personnel will leave Lebanon forthwith.

In the foregoing context, I have the honor to propose that the United States of America deploy a force of approximately 800 personnel to Beirut, subject to the following terms and conditions:

-- The American military force shall carry out appropriate activities consistent with the mandate of the MNF.

-- Command authority over the American force will be exercised exclusively by the United States Government through existing American military channels.

-- The American force will operate in close coordination with the LAF. To assure effective coordination with the LAF, the American force will assign liaison officers to the LAF and the Government of Lebanon will assign liaison officers to the American force. The LAF liaison officers to the American force will, inter alia, perform liaison with the civilian population and manifest the authority of the Lebanese Government in all appropriate situations.

-- In carrying out its mission, the American force will not engage in combat. It may, however, exercise the right of self-defense.

-- The American force will depart Lebanon not later than thirty days after its arrival, or sooner at the request of the President of Lebanon or atthe direction of the United States Government, or according to the termination of the mandate provided for above.

-- The Government of Lebanon and the LAF will take all measures necessary to ensure the protection of the American force's personnel, to include securing assurances from all armed elements not now under the authority of the Lebanese Government that they will comply with the cease-fire and cessation of hostilities.

The American force will enjoy both the degree of freedom of movement and the right to undertake those activities deemed necessary for the performance of its mission or for the support of its personnel. Accordingly, it shall enjoy all facilities necessary for the accomplishment of these purposes. Personnel in the American force shall enjoy the privileges and immunities accorded to the administrative and technical staff of the American Embassy in Beirut, and shall be exempt from immigration and customs requirements, and restrictions on entering or departing Lebanon. Personnel, property and equipment of the American force introduced into Lebanon shall be exempt from any form of tax, duty, charge, or levy.

I have the further honor to propose, if the foregoing is acceptable to Your Excellency's Government, that Your Excellency's reply to that effect, together with this note, shall constitute an agreement between our two Governments, to enter into force on the date of Your Excellency's reply.

Please accept, Your Excellency, the assurances of my highest consideration.

Fouad Boutros

Deputy-Prime Minister
Minister of Foreign Affairs

His Excellency
Mr. Robert Dillon
Ambassador of the United States of America
Beirut

ANNEX

SCHEDULE OF DEPARTURES

August 21, 1982—Departure Day:

The advance elements of the MNF (approximately 350 men) land at the Port of Beirut at about 0500 and deploy in the Beirut Port area in preparation for the initial departures of PLO groups by sea.

—Meanwhile, the LAF deploys to previously agreed positions in the Beirut area, primarily in the so-called demarcation line area, to assist in the departure of PLO personnel. The LAF will take over positions occupied by the PLO.

—The PLO will ensure that National Movement (NM) forces which had occupied these positions jointly with the PLO shall also withdraw.

As the day proceeds, the LAF will take up such other positions as necessary to assist in the departure of PLO personnel.

Meanwhile, the initial group of PLO personnel assemble in preparation for departure by sea later in the day (or on August 22). The vessel or vessels to be used for this purpose will arrive at pier on August 21.

—The initial groups could include the wounded and ill, who would be transported in accordance with agreed arrangements—by sea or land, or both—to their destinations in other countries.

—The initial group or groups of PLO personnel destined for Jordan and Iraq would move from their assembly point to the waiting commercial vessel or vessels for onward transport by sea.

August 22:

—All groups destined for Jordan or Iraq will have boarded ship and will have sailed from Beirut.

—Duplicating the model followed on August 21, PLO groups destined for Tunisia assemble and move to the Port of Beirut for departure by sea.

August 23:

—All PLO personnel destined for Tunisia complete their assembly and embark on commercial vessel for Tunisia.

PLO personnel destined for South Yemen assemble and move to a vessel for departure then or on August 24.

August 24-25:

—Assembly and departure by sea of PLO personnel destined for North Yemen.

August 25:

—Provided that satisfactory logistical arrangements have been completed, the initial groups of PLO personnel destined for Syria assemble and move overland via the Beirut-Damascus highway to Syria.

—The advance French elements of the MNF already in the Port area will have taken up such other agreed positions on the land route in the Beirut area as necessary to assist in the overland departure of the PLO personnel for Syria.

—The LAF joins with the French in occupying such positions.

—(If it should be agreed that these initial groups should go by sea to Syria rather than by land, this departure schedule also is subject to amendment to assure that logistical requirements are met.)

August 26–28 (approximately):

The remaining forces of the MNF (from the U.S., France and Italy) arrive in the Beirut area and deploy to agreed locations as determined through the Liaison and Coordination Committee. This movement may be accompanied by the transfer of the advance French elements previously in the Port area and elsewhere to other locations in the Beirut area.

August 26–27–28:

—PLO groups destined for Syria continue to move—by land or sea—to Syria.

August 22–September 4:

—Turnover to the LAF of PLO weaponry, military equipment, and ammunition in a continuing and orderly fashion.

August 29–30–31:

—Redeployment out of Beirut of the Syrian elements of the ADF.

September 1–4:

—Completion of the departure to Syria—by land or sea—of all PLO or PLA personnel destined for Syria.

September 2–3:

—Assembly and departure by sea of all PLO personnel destined for the Sudan.

—Assembly and movement by sea of all PLO personnel destined for Algeria.

September 4–21:

—The MNF assists the LAF in arrangements, as may be agreed between governments concerned, to ensure good and lasting security throughout the area of operation.

September 21–26:

—Departure of MNF.

Beirut the 18th of August 1982
FOUAD BOUTROS

7

The American Ambassador to the Lebanese Minister of Foreign Affairs

Beirut, August 20, 1982

Excellency:

I have the honor to refer to Your Excellency's note of August 18, 1982 requesting the deployment of an American force to Beirut. I am pleased to inform you on behalf of my Government that the United States is prepared to deploy temporarily a force of approximately 800 personnel as part of a Multinational Force (MNF) to provide appropriate assistance to the Lebanese Armed Forces (LAF) as they carry out their responsibilities concerning the withdrawal of Palestinian personnel in Beirut from Lebanese territory under safe and orderly conditions, in accordance with the schedule annexed to Your Excellency's note. It is understood that the presence of such an American force will in this way facilitate the restoration of Lebanese Government sovereignty and authority over the Beirut area, an objective which is fully shared by my Government.

I have the further honor to inform Your Excellency that my Government accepts the terms and conditions

His Excellency
Fouad Butrus,
Minister of Foreign Affairs,
Beirut, Lebanon.

concerning the presence of the American force in the Beirut area as set forth in your note, and that your note and this reply accordingly constitute an agreement between our two governments.

Accept, Excellency, the renewed assurances of my highest consideration.

Robert S. Dillon

[1] Robert S. Dillon.

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DEFENSE ASSISTANCE

Articles and Services

Agreement Between the
UNITED STATES OF AMERICA
and GREECE

Amending the Agreement of
August 30, 1979

Effected by Exchange of Notes
Dated at Athens August 13 and 26, 1982

S9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89-497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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GREECE

Defense Assistance: Articles and Services

Agreement amending the agreement of August 30, 1979.
Effected by exchange of notes
Dated at Athens August 13 and 26, 1982;
Entered into force August 26, 1982.

The American Embassy to the Greek Ministry of Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA

Note No. 254

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs and has the honor to refer to the Agreement effected by the Exchange of Notes between our two Governments of August 30, 1979,[1] concerning Defense Articles Services, and the recent changes in U.S. law that remove the requirement that deliveries under that Agreement be concluded by September 30, 1982. Accordingly, The Embassy has the honor to propose that paragraph 4 of the Exchange of Notes be deleted from the Agreement.

If the foregoing is acceptable to your Government, The Embassy has the further honor to propose that this Note, together with your reply, shall constitute an Agreement between our two Governments effective from the date of your reply.

The Embassy of the United States of America avails itself of this opportunity to renew to the Ministry of Foreign Affairs the assurances of its highest consideration.

Embassy of the United States of America

Athens, August 13, 1982

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[1] TIAS 9583; 30 UST 7267.

The Greek Ministry of Foreign Affairs to the American Embassy

MINISTÈRE
DES AFFAIRES ÉTRANGÈRES
A3D F. 2203.21/53/AS680

N O T E V E R B A L E

The Ministry of Foreign Affairs presents its compliments to the Embassy of the United States of America and has the honour to acknowledge receipt of its Note No 254 dated August 13, 1982, which reads as follows:

" The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs and has the honor to refer to the Agreement effected by the Exchange of Notes between our two Governments of August 30, 1979, concerning Defense Articles Services, and the recent changes in U.S. law that remove the requirement that deliveries under that Agreement be concluded by September 30,1982. Accordingly, The Embassy has the honor to propose that paragraph 4 of the Exchange of Notes be deleted from the Agreement.

If the foregoing is acceptable to your Government, The Embassy has the further honor to propose that this Note, together with your reply, shall constitute an Agreement between our two Governments effective from the date of your reply.

The Embassy of the United States of America avails itself of this opportunity to renew to the Ministry of Foreign Affairs the assurances of its highest consideration."

The Ministry for Foreign Affairs has the honour to confirm that the contents of the above Note (254) are acceptable to the Government of the Hellenic Republic.

TO THE
EMBASSY OF THE UNITED STATES OF AMERICA
- ATHENS -

The Ministry of Foreign Affairs avails itself of this opportunity to renew to the Embassy of the United States of America the assurances of its highest consideration.-

Athens, August 26, 1982

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10466

TELECOMMUNICATIONS

Frequency Modulating Broadcasting

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Agreements Between the
UNITED STATES OF AMERICA
and MEXICO

Amending the Agreement of
November 9, 1972, as Amended

Effected by Exchange of Notes
Signed at Mexico and Tlatelolco
March 18 and July 2, 1982

And Exchange of Notes
Signed at Mexico and Tlatelolco
August 11 and September 8, 1982

S9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89-497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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MEXICO

Telecommunications: Frequency Modulating Broadcasting

Agreements amending the agreement of November 9, 1972, as amended.
Effected by exchange of notes
Signed at Mexico and Tlatelolco March 18 and July 2, 1982;
Entered into force July 2, 1982.
And exchange of notes
Signed at Mexico and Tlatelolco August 11 and September 8, 1982;
Entered into force September 8, 1982.

READEX FICHE best copy available

The American Ambassador to the Mexican Secretary of Foreign Relations

EMBASSY OF THE
UNITED STATES OF AMERICA
Mexico, D.F., March 18, 1982

No. 593

EXCELLENCY:

I have the honor to refer to the Agreement of November 9, 1972 between the United States of America and the United Mexican States concerning frequency modulation broadcasting in the 88 to 108 MHz frequency band, as amended.[1]

The United States of America proposes the following further amendment to Table B of the Allotment Plan appearing in Annex II to the 1972 Agreement:

Table B

City	Channel Number	
	Delete	Add
St. Johns, Arizona		239C
Yuma, Arizona		265A
Midland, Texas		294C

The Directorate General of Telecommunications has informed the Federal Communications Commission that it has no technical objection to the proposed amendment, which conforms to the channel separation requirements of Article 6, Section C, of the 1972 Agreement.

If the foregoing proposal is acceptable to your Government, I further propose that this note and your reply to that effect constitute an Agreement modifying the 1972 Agreement, as amended, and entering into force on the date of your reply.

Accept, Excellency, the renewed assurance of my highest consideration.

JOHN A. GAVIN

His Excellency
Licenciado Jorge Castañeda y Alvarez de la Rosa
Secretary of Foreign Relations
Mexico, D.F.

[1] TIAS 7697, 9436, 9647, 10159, 10234; 24 UST 1815; 30 UST 3927; 31 UST 4841; 33 UST.

The Mexican Under Secretary of Foreign Relations to the American Ambassador

ESTADOS UNIDOS MEXICANOS
SECRETARIA DE RELACIONES EXTERIORES
MEXICO

Tlatelolco, D.F., a 2 de julio de 1982.

Señor Embajador:

TR. 316496 Tengo el honor de referirme a la atenta nota de Vuestra Excelencia número 593, fechada el 18 de marzo de 1982, cuyo texto vertido al español es el siguiente:

"Tengo el honor de referirme al Acuerdo del 9 de noviembre de 1972, entre los Estados Unidos de América y los Estados Unidos Mexicanos, relativo a la Radiodifusión en Frecuencia Modulada en la Banda de 88 a 108 MHz, enmendado.

Los Estados Unidos de América proponen las siguientes enmiendas adicionales a la Tabla B del Plan de Adjudicaciones del Anexo II del Acuerdo de 1972:

Tabla B

Ciudad	No. de Canal	
	Suprimir	Agregar
St. Johns, Arizona	- - - -	239 C
Yuma, Arizona	- - - -	265 A
Midland, Texas	- - - -	294 C

Al Excelentísimo Señor
John A. Gavin,
Embajador de los Estados Unidos de América,
México, D.F.

La Dirección General de Telecomunicaciones informó a la Comisión Federal de Comunicaciones que no existe objeción técnica a las enmiendas propuestas, de conformidad con los requerimientos de separación de canal del Artículo 6, Sección C, del Acuerdo de 1972.

Si la anterior propuesta es aceptable para su Gobierno, propongo que esta nota y su respuesta constituyan un Acuerdo modificando el Acuerdo de 1972, enmendado, y entrará en vigor en la fecha de su respuesta."

En respuesta a la atenta nota de Vuestra Excelencia arriba transcrita, tengo el agrado de comunicarle que el Gobierno de México acepta los términos de la misma y, en consecuencia, conviene en que la nota 593 de Vuestra Excelencia y la presente, constituyan un Acuerdo entre nuestros dos Gobiernos que modifica el Convenio relativo a la Radiodifusión en Frecuencia Modulada en la Banda de 88 a 108 MHz, firmado el 9 de noviembre de 1972, el cual entrará en vigor en la fecha de la presente nota.

Aprovecho la oportunidad para renovar a Vuestra Excelencia el testimonio de mi más alta consideración.

Alfonso de Rosenzweig Díaz C.

TRANSLATION

UNITED MEXICAN STATES
MINISTRY OF FOREIGN RELATIONS
MEXICO

Tlatelolco, D.F., July 2, 1982

No. 316496

Mr. Ambassador:

I have the honor to refer to Your Excellency's note No. 593 of March 18, 1982, which, translated into Spanish reads as follows:

(For the English language text, see p. 2.)

In reply to Your Excellency's note transcribed above, I am pleased to inform you that the Government of Mexico accepts the terms thereof and, consequently, agrees that Your Excellency's note No. 593 and this reply constitute an Agreement between our two Governments modifying the Agreement concerning frequency modulation broadcasting in the 88 to 108 MHz frequency band, signed on November 9, 1972, which will enter into force on the date of this note.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest consideration.

Alfonso de Rosenzweig-Diaz C.

His Excellency
John A. Gavin,
Ambassador of the United States of America,
Mexico, D.F.

The American Ambassador to the Mexican Secretary of Foreign Relations

EMBASSY OF THE
UNITED STATES OF AMERICA
Mexico, D.F., August 11, 1982

No. 1887

Excellency:

I have the honor to refer to the Agreement of November 9, 1972, between the United States of America and the United Mexican States concerning frequency modulation broadcasting in the 88 to 108 MHz frequency band, as amended.

The United States of America proposes the following further amendment to Table B of the Allotment Plan appearing in Annex II to the 1972 Agreement:

Table B

	Channel Number	
City	Delete	Add
Glendale, Arizona	----	278C
Eagar, Arizona	----	223C

The Directorate General of Telecommunications has informed the Federal Communications Commission that it has no technical objection to the proposed amendment, which conforms to the channel separation requirements of Article 6, Section C, of the 1972 Agreement.

If the foregoing proposal is acceptable to your Government, I further propose that this note and your reply to that effect constitute an Agreement modifying the 1972 Agreement, as amended, and entering into force on the date of your reply.

Accept, Excellency, the renewed assurance of my highest consideration.

JOHN A GAVIN

His Excellency
Licenciado Jorge Castañeda y Alvarez de la Rosa
Secretary of Foreign Relations
Mexico, D.F.

The Mexican Secretary of Foreign Relations to the American Ambassador

317083

ESTADOS UNIDOS MEXICANOS
SECRETARIA DE RELACIONES EXTERIORES
MEXICO

Tlatelolco, D. F., a 8 de septiembre de 1982.

Señor Embajador:

Tengo el honor de referirme a la atenta nota de Vuestra Excelencia número 1887, fechada el 11 de agosto de 1982, cuyo texto vertido al español es el siguiente:

Tengo el honor de referirme al Acuerdo del 9 de noviembre de 1972, entre los Estados Unidos de América y los Estados Unidos Mexicanos, relativo a la Radiodifusión en Frecuencia Modulada en la Banda de 88 a 108 MHz, enmendado.

Los Estados Unidos de América proponen las siguientes enmiendas adicionales a la Tabla B del Plan de Adjudicaciones del Anexo II del Acuerdo de 1972:

Tabla B

Ciudad	Nº de Canal	
	Suprimir	Adicionar
Glendale, Arizona	- - - -	278 C
Eagar, Arizona	- - - -	223 C

Al Excelentísimo Señor
John A. Gavin,
Embajador de los Estados Unidos de América,
México, D. F.

La Dirección General de Telecomunicaciones informó a la Comisión Federal de Comunicaciones que no existe objeción técnica a las enmiendas propuestas, de conformidad con los requerimientos de separación de canal del Artículo 6, Sección C, del Acuerdo de 1972.

Si la anterior propuesta es aceptable para su Gobierno, propongo que esta nota y su respuesta constituyan un Acuerdo modificando el Acuerdo de 1972, enmendado, y entrará en vigor en la fecha de su respuesta."

En respuesta a la atenta nota de Vuestra Excelencia - arriba transcrita, tengo el agrado de comunicarle que el Gobierno de México acepta los términos de la misma y, en consecuencia, conviene en que la nota 1887 de Vuestra Excelencia y la presente, constituyan un Acuerdo entre nuestros dos Gobiernos que modifica el Convenio relativo a la Radiodifusión en Frecuencia - Modulada en la Banda de 88 a 108 MHz, firmado el 9 de noviembre de 1972, el cual entrará en vigor en la fecha de la presente - nota.

Aprovecho la oportunidad para renovar a Vuestra Excelencia el testimonio de mi más alta consideración.

TRANSLATION

UNITED MEXICAN STATES
MINISTRY OF FOREIGN RELATIONS
MEXICO

No. 317083

Tlatelolco, D.F., September 8, 1982

Mr. Ambassador:

I have the honor to refer to Your Excellency's note No. 1887, dated August 11, 1982, the Spanish translation of which reads as follows:

[For the English language text, see p. 6.]

In reply to Your Excellency's note transcribed above, I am pleased to inform you that the Government of Mexico accepts the terms thereof and consequently agrees that Your Excellency's note No. 1887 and this reply shall constitute an agreement between our two Governments modifying the Agreement concerning frequency modulation broadcasting in the 88 to 108 MHz frequency band, which shall enter into force on the date of this note.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest consideration.

J Castañeda

His Excellency
John A. Gavin,
Ambassador of the United States
of America,
Mexico, D.F.

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TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10467

INTERNATIONAL SUGAR AGREEMENT, 1977

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Agreement Between the
UNITED STATES OF AMERICA
and OTHER GOVERNMENTS

Extending the Agreement of
October 7, 1977

Approved by the International Sugar
Council November 20, 1981 and May 21, 1982

S9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89-497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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MULTILATERAL

International Sugar Agreement, 1977

Agreement extending the agreement of October 7, 1977.
Approved by the International Sugar Council November 20, 1981 and May 21, 1982;
Entered into force January 1, 1983.

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REFERENCE: C.N.165.1982.TREATIES-1 (Depositary Notification)

INTERNATIONAL SUGAR AGREEMENT, 1977
CONCLUDED AT GENEVA ON 7 OCTOBER 1977[1]

EXTENSION OF THE AGREEMENT

The Secretary-General of the United Nations, acting in his capacity as depositary of the International Sugar Agreement, 1977, concluded at Geneva on 7 October 1977, which, under the provisions of article 83 (1), is to remain in force until the end of the fifth quota year after its entry into force, unless extended under paragraph 2 or terminated earlier under paragraph 3 of the said article, communicates the following:

In accordance with article 83 (2), the International Sugar Council, in Decisions 13 and 14 of 20 November 1981 and 21 May 1982, respectively, decided to extend the Agreement for a period of two years (through 1984) and decided on adjustment of tonnages for the same period.

The relevant extracts of the Council's decisions regarding the extension of the Agreement beyond 1982, adopted on the recommendation of the Executive Committee and of the Special Committee on tonnages, read as follows:

[1] TIAS 9664; 31 UST 5135.

Extracts from Decision 13:

"Noting that

(a) under the provisions of paragraph 1 of article 83 of the International Sugar Agreement, 1977, the Agreement shall remain in force until the end of the fifth quota year after its entry into force, unless extended under paragraph 2 of this article or terminated earlier under paragraph 3 of this article;

(b) under the provisions of paragraph 2 of article 83, before the end of the fifth quota year, the Council may, by special vote, extend the Agreement for a period not exceeding two quota years;

(c) under the provisions of paragraph 1 of article 8, the Council shall exercise all such powers and perform or arrange for the performance of all such functions as are necessary to carry out the express provisions of the Agreement;

the Council

(1) decided in principle that the International Sugar Agreement, 1977, shall be extended for a period of two years;

(2) requested the Executive Committee to prepare recommendations for consideration by the Council at its May 1982 session concerning provisions for the period of extension relating to basic export tonnages and tonnages covered by articles 31(2), 32 and 33;

(3) approved the Executive Committee's recommendation that a Special Committee under the chairmanship of the Executive Director be established to advise the Committee and that the Special Committee should be open to all Members which inform the Executive Director that they wish to participate; and

(4) noted that the USSR reserved its position on this subject."

The Council also approved the recommendation of the Executive Committee to establish a working group to consider and make recommendations to the Executive Committee and the Council concerning additional measures to improve confidence in special stocks in 1982 and during the period of the extension of the Agreement. The recommended measures may include new economic rules or revisions of the present rules. The working group will be under the chairmanship of the Executive Director and the members will be Argentina, Australia, Brazil, Cuba, South Africa, Japan and the United States."

Extracts from Decision 14:

"(a) decided that the basic export tonnages of Annex I Members for 1983 and 1984 shall be the same as their basic export tonnages for 1982, subject to the following exceptions:

(i) the basic export tonnages of India and Peru for 1983 and 1984 shall be 824,000 tonnes for India and 236,000 tonnes for Peru;

(ii) the basic export tonnages of eligible countries may be adjusted upwards as a result of the implementation of article 34, subparagraph 2(g) which shall be continued in effect for 1983 and 1984;

(b) determined that the tonnages for Cuba's exports referred to in article 31, paragraph 2, will be 800,000 tonnes in each of the 1983 and 1984 quota years;

(c) in agreement with the German Democratic Republic, established the tonnages for the German Democratic Republic's exports referred to in article 33 at 100,000 tonnes (white value) in each of the 1983 and 1984 quota years;

(d) noted that, in view of the USSR's reservation in November 1981, the tonnages for the USSR's exports referred to in article 32 in each of the 1983 and 1984 quota years will be considered at its November session;

(e) requested the Executive Director to notify the Secretary-General of the United Nations that the Agreement has been extended for a period of two years (i.e. through 1983 and 1984), pursuant to article 83, paragraph (2), on the basis of the Council's decisions of November 1981 and May 1982."

26 August 1982

GPO 1985 48-448 (12800)

10468

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10468

AGRICULTURAL COMMODITIES

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Agreement Between the
UNITED STATES OF AMERICA
and KENYA

Signed at Nairobi June 3, 1982

with

Minutes of Negotiations

S9. 10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89-497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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Washington, D.C. 20402

KENYA

Agricultural Commodities

Agreement signed at Nairobi June 3, 1982;
Entered into force June 3, 1982.
With minutes of negotiations.

AGREEMENT BETWEEN

THE GOVERNMENT OF THE UNITED STATES OF AMERICA

AND

THE GOVERNMENT OF KENYA

FOR THE SALE OF AGRICULTURAL COMMODITIES

The Government of the United States of America and the Government of Kenya agree to the sale of agricultural commodities specified below. This agreement shall consist of the preamble and Parts I and III of the agreement signed December 31, 1980,[1] together with the following:

PART II. - PARTICULAR PROVISIONS

ITEM I

COMMODITY TABLE

COMMODITY	SUPPLY PERIOD (U.S. FISCAL YEAR)	APPROXIMATE QUANTITY (METRIC TONS)	MAXIMUM EXPORT MARKET VALUE (DOL MILLIONS)
Rice	1982	15,000	4.4
Wheat	1982	70,000	10.6
		Total	15.0

ITEM II

PAYMENT TERMS

Convertible Local Currency Credit

A. Initial payment - five (5) percent;

B. Currency use payment amount - ten (10) percent for Section 104 (A) purposes;

C. Number of installment payments - thirty-one (31);

D. Amount of each installment payment - approximately equal annual amounts;

E. Due date of first installment payment - ten (10) years after date of last delivery of commodities in each calendar year;

[1] TIAS 9969; 32 UST.

F. Initial interest rate - two (2) percent;

G. Continuing interest rate - three (3) percent.

ITEM III

USUAL MARKETING TABLE

COMMODITY	IMPORT PERIOD (U.S. FISCAL YEAR)	USUAL MARKETING REQUIREMENT (METRIC TONS)
Rice	1982	2,400
Wheat/Wheat flour	1982	27,000

ITEM IV

EXPORT LIMITATIONS

A. The export limitation period:

The export limitation period shall be United States fiscal year 1982, or any subsequent United States fiscal year during which commodities financed under this agreement are being imported or utilized.

B. Commodities to which limitations apply:

For the purposes of PART I, ARTICLE III (A) (4) of this agreement, the commodities which may not be exported: for rice--rice in the form of paddy, brown or milled; and for wheat/wheat flour--wheat, wheat flour rolled wheat, semolina, farina, bulgur, or the same products under different names.

ITEM V

SELF-HELP MEASURES

A. The Government of Kenya agrees to undertake self help measures to improve the production, storage, and distribution of agricultural commodities. In addition to supporting programs that will contribute directly to development progress in poor rural areas and enable the poor to participate actively in increasing agricultural production through small farm agriculture as set forth in Item IV, the following self help measures shall be implemented.

B. The Government of Kenya agrees to undertake the following measures and in doing so to provide adequate financial, technical and managerial resources for their implementation. It will:

1. Establish a special account with Cereals and Sugar Finance Corporation for the deposit of the Kenya Shilling proceeds from the sale of commodities provided by the exporting country.

2. Implement the major recommendations of the Financial Study of the National Cereals and Produce Board to improve the operational efficiency and financial management of the Board.

3. Continue its program to write off the debt to Government of the National Cereals and Produce Board which was accumulated through June 1981. In addition to the sum of Kenya Pounds 15.75 million written off in July 1981 a further Kenya Pounds 7 million will be written off in Kenya fiscal year 1982/83.

4. Prepare and adopt policies and plans for the establishment of a grain security program.

5. As control over smuggling in border districts improves, introduce freer movement of grain within districts and among non-border districts.

ITEM VI

ECONOMIC DEVELOPMENT PURPOSES FOR WHICH PROCEEDS ACCRUING TO THE IMPORTING COUNTRY ARE TO BE USED

A. The proceeds accruing to the Kenya Government from the sale of commodities financed under this agreement will be used to finance development in the agriculture and rural development sector.

B. Deposited proceeds will be disbursed from the Special Account to support such development programs in the Kenya fiscal years 1982/83 and 1983/84. Specific identification of the programs to be supported will be agreed by an exchange of memoranda between the Kenya Government and USAID. Selected programs in poor rural areas will enable poor smallholders to increase their agricultural production.

IN WITNESS WHEREOF, the respective representatives, duly authorized for the purpose, have signed the present agreement. Done at Nairobi the third day of June, 1982.

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA

Robert G. Houdek
Charge d'Affairs

Charles E. Costello
Acting Director
USAID/Kenya

FOR THE GOVERNMENT
REPUBLIC OF KENYA

Arthur R. Magugu
Minister of Finance

Minutes of Negotiations on a U.S. Public Law 480

Title I[1] Program for U.S. Fiscal Year 1982

Held at Treasury Building on

30th March, 6th April and 27th April, 1982

Participants:

For the Government of Kenya:

Mr. J.G. Karuga	Financial Secretary, Ministry of Finance - Chair
Mr. D.R. Ongalo	Ministry of Finance
Mr. W.P. Mayaka	Ministry of Finance, External Aid Recording
Dr. A.B. Tench	Office of the President
Mr. W.K. Kikwai	National Cereals and Produce Board
Mr. S.G. Karanja	National Cereals and Produce Board
Mr. J. Karanja	Ministry of Agriculture
Mr. J.M. Kabuga	Ministry of Agriculture

For the United States Government:

Ms. A.B. Herrick	Director, USAID
Mr. T. Worrick	USAID - Recording
Mr. H. Norton	Agricultural Attache
Mr. C. Morris	U.S. Embassy

1. Opening Remarks

1.1 The Government of Kenya expressed appreciation for previous American assistance through the PL 480 program. It was observed that the food grains supplied in 1980 and 1981 came at a time when Kenya was faced with food shortages.

[1] 68 Stat. 455; 7 U.S.C. § 1701 *et seq.*

1.2 The recent PL 480 Title I programs have been a good experience in the administration of the PL 480 program and the mechanism is now understood and therefore Government expects successful implementation of future PL 480 programs.

1.3 The Government would like to see agreement reached as soon as possible so as to facilitate early preparation of a suitable timetable of delivery of the grains to Kenya.

1.4 The U.S. shared the view that the mechanism is now understood both in Nairobi and in the Kenyan Embassy in the United States and agreed that the 1982 program should therefore be implemented to the satisfaction of both Governments.

1.5 The U.S. Mission pointed out that the 1982 agreement would be for the U.S. fiscal year 1982, which began October 1, 1981 and will end September 30, 1982. The agreement will incorporate by reference the Preamble and Parts I and III of the Title I agreement signed on December 31, 1980 between the two Governments and will contain specific provisions relating to the 1982 program in a new Part II.

1.6 The Kenyan delegation said that they had studied the prior agreement and were familiar with the general and specific provisions.

2. Value of the Proposed Agreement

It was pointed out that the United States is prepared to provide $15 million for U.S. fiscal year 1982 and that:

2.1 The commodities to be financed must be shipped by September 30, 1982.

2.2 If prices for commodities fall from current estimates the Government of Kenya will be able to purchase a larger quantity up to the value of $15 million.

2.3 If prices rise, the $15 million will constitute a ceiling and the quantity of grains to be provided could be less than currently projected.

3. Commodities Available and Prices

3.1 The participants reviewed correspondence to date.

3.11 On 17th February 1982 the Government of Kenya requested 70,000 metric tons of wheat and 20,000 metric tons of rice.

3.12 On 5th March 1982 USAID asked the Government of Kenya to consider an increase in its request for rice from 20,000 metric tons to 32,000 metric tons.

3.13 On 27th March the Government of Kenya replied that 10,000 metric tons of rice will suffice considering the low average per caput consumption of rice in Kenya and that the need for and request for 70,000 metric tons of wheat is confirmed.

3.14 Extensive verbal discussions were followed by a letter from the Kenya Government on 3rd May restating its position that 70,000 MT of wheat be included with the remaining funds for rice.

3.15 Both parties restated their positions in letters (U.S. May 10th, Kenya May, 12th).

3.2 The U.S. Mission stated that they had authorization from the U.S. Government to offer quantities with estimated values as follows:

Rice	25,000 metric tons	$7,500,000	$300/ton
Wheat	43,000 metric tons	$7,500,000	$174.4/ton

3.3 The Government of Kenya stated that the Food Committee of the Office of the President had considered the U.S. offer and come to the conclusion upon thorough study that the requirement for 70,000 metric tons of wheat is firm.

3.4 The U.S. Agriculture Attache informed the meeting that as of late March the price of rice had fallen to $286 per metric ton "free-along-side" and the price of soft wheat to $144 per metric ton FOB Gulf Port, a 17% reduction. Hard winter wheat was $161 per ton. It would thus be possible for the Government of Kenya to purchase more than 43,000 tons of wheat after allocation for 25,000 metric tons of rice.

3.5 Kenya representatives insisted that 25,000 metric tons of rice is on the high side for Kenya. They also reiterated the Government's firm request for 70,000 tons of wheat and stated that the hard wheats are preferred as imports because these are used to blend with local wheat.

4. Terms of Payment

4.1 A convertible local currency credit will be made on the following terms:

4.11 Initial payment of 5 percent

4.12 Currency Use Payment of 10 percent in Kenya Shillings equivalent.

4.13 40 years maturity including 10 years grace period.

4.14 2 percent interest during grace period and 3 percent thereafter.

4.15 Repayment in 31 approximately equal annual amounts beginning 10 years after the date of last delivery of commodities in each calendar year.

4.2 Kenyan representative reminded the meeting that the Government of Kenya had protested the Currency Use Payment of the prior agreement and that the U.S. Mission had said the provision was not negotiable. They pointed out that the Government of Kenya considers those provision to be an unwelcome hardening of terms. It is well aware that although the payment is made in Kenya Shillings there is no foreign exchange advantage to Kenya as the United States will reduce the number of dollars it brings into the country for its Embassy expenses by the same amount.

5. Commercial Imports

5.1 The U.S. representatives pointed out that the Government of Kenya must assure that commercial imports of rice and wheat from the United States and other friendly countries during U.S. fiscal year 1982 will total as follows:

Rice	2,400 metric tons
Wheat	27,000 metric tons

5.2 It pointed out that USAID is aware that Government of Kenya has purchased 22,500 tons of wheat from commercial sources and asked if the 70,000 requirement should not be reduced by the additional 4,500 tons to be imported to meet the so-called Usual Marketing Requirement for wheat.

5.3 The Kenyan representatives stated that the full 70,000 was required from the United States on concessional terms and assured that the Usual Marketing Requirement would be met.

5.4 A similar assurance was given that commercial imports of 2,400 metric tons would be made during the U.S. fiscal year.

6. Prohibition on Exports

6.1 The U.S. Mission pointed out that the agreement will contain a provision that the Government of Kenya will take all possible measures to prevent the export of wheat and rice of domestic or foreign origin during U.S. fiscal year 1982.

6.2 Kenya representatives indicated that they understood the provision.

7. Adequacy of Storage and Distribution Facilities

7.1 U.S. representatives stated that the U.S. Secretary of Agriculture must determine that adequate storage and distribution facilities are available in Kenya to prevent spoilage or waste of the U.S. wheat and rice and asked for assurances on these matters.

7.2 Kenya representatives responded that they did not anticipate problems because the facilities at the port of Mombasa are adequate for handling imports and the grains would quickly be distributed to millers. Thus space in other storage facilities now filling with seasonal puchases would not be required.

8. Possible Disincentive to Domestic Production

8.1 The U.S. asked for and received assurance that the distribution of the commodities would not interfere with domestic production or marketing of those commodities.

9. Shilling Generations

9.1 The U.S. suggested that the Government of Kenya agree to increase support for certain programs to improve agricultural production by applying to

such programs the counter value shillings generated by sale of the U.S. food commodities. The programs would be those to which Government has accorded priority but for which sufficient budgetary resources would otherwise not be available.

9.2 Kenya representatives reported that they were in the process of identifying the programs that might be covered in this manner.

9.3 USAID suggested that the programs chosen should contribute directly to development progress in poor rural areas and enable poor smallholders to increase their agricultural production.

10. Self-Help Measures

10.1 USAID noted that in the past the self-help measures in the agreement have been relatively general and that amendments to Public Law 480, the Agricultural Trade and Development Act of 1954 as amended, now require greater specificity in description of measures to be undertaken and a report of accomplishment to be made twelve months from the date of the signing of the agreement.

10.2 The two parties discussed possible self-help measures such as:

10.11 Lessening of the burden placed on public finances by the National Cereals and Produce Board (NCPB).

10.12 Increase in the efficiency of operations and financial management of NCPB.

10.13 Preparation and adoption of a plan for the NCPB to establish and manage a national grain reserve.

10.14 Reduction of the role of NCPB is seasonal buying and selling of grains outside of times of emergency.

10.15 Encouragement of private participation in buying, transporting and storing grains.

10.3 Kenya stated that the Government is considering the possibility of evolution of the NCPB into an interventionist agency in grain marketing.

10.4 Kenya representatives described the steps already taken and to be taken to write off the debt of the NCPB. It has been agreed that Kenya Pounds 36.83 million owed to the Cereals and Sugar Finance Corporation through June 1981 will be written off. In July 1981 Kenya Pounds 15.75 was written off. The balance will be written off in installments of Kenya Pounds 7 million per year through the budget commencing in Kenya fiscal year 1982/83. They reported that a consulting firm has recently carried out a study of the operations and financial management of the Board and that certain measures recommended would be undertaken. They agreed that the proceeds of sale of the grains should be placed in a designated Government account, probably an account of the Cereals and Sugar Finance Corporation.

10.5 Kenya representatives pointed out that measures have already been undertaken to ensure sufficient storage facilities in future. A consulting firm has commenced feasibility studies on national grain storage to be completed in the near future. Japan International Cooperative Agency has recently reported on a study of grain storage up country. USAID is assisting with the On-Farm Grain Storage Project in Western Kenya. The forthcoming World Bank project will finance a major marketing and storage analysis.

10.6 Various measures to encourage the private sector role in handling of grains and to reduce Government controls, including decontrol of inter-district movement, were discussed. Government representatives stated that private sector participation in grain marketing was under consideration. They pointed out that smuggling problems on several borders and shortage of supplies have retarded the introduction of some desired structural changes. However, as control over smuggling improves, they expect that freer movement of grain will be introduced within districts and among non-border districts.

10.7 The results of consideration of self-help measures are reflected in Part II Item V of the agreement.

11. Reporting Requirements

11.1 U.S. representatives reviewed the reporting requirements under the agreement pointing out that the supply year ends September 30, 1982 but the reporting periods extend beyond that date:

11.11 A Shipping and Arrival Report providing information on each shipment of commodities is to completed promptly.

11.12 Quarterly reports are due on:

Progress toward fulfilling the Usual Marketing Requirements.

Measures taken to assure that the United States obtains a fair share of increase in commercial purchases.

Imports of rice and wheat by country of origin and exports by country of destination.

11.13 Periodic reports on the use of counter value shillings, as requested by USAID but at least once per annum.

11.14 A report on progress in carrying out self-help measures as of September 30, 1982, due November 15, 1982, and a final report, due June 15, 1983, of all measures taken through April 30, 1983.

11.2 NCPB representatives indicated that they understand the regular reporting requirements and USAID confirmed that reports have met the requirements.

11.3 It was pointed out by the U.S. representatives that the report on self-help measures due November 15, 1981 had not yet been received. It was promised (and received April 13, 1982).

12. Operational Reporting Cable

12.1 The U.S. representatives reviewed the necessity for an Operational Reporting Cable and actions by the Kenya Embassy in Washington.

12.2 The Government of Kenya noted that it now has had experience in these matters and foresees no problems in implementing the program.

13. Final Negotiation

13.1 As the parties were in agreement with the exception of the commodity mix the U.S. Ambassador met 21 May with the Permanent Secretary, Office of the President. It was then agreed to adjust the commodity mix to allow $ 10.6 million for the purchase of wheat and $ 4.4 million for the purchase of rice.

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POSTAL

Express Mail Service

Agreement, With Detailed
Regulations, Between the
UNITED STATES OF AMERICA
and BAHRAIN

Signed at Bahrain and Washington
April 22 and July 28, 1982

S.7.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89-497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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Washington, D.C. 20402

BAHRAIN

Postal: Express Mail Service

Agreement, with detailed regulations, signed at Bahrain and Washington April 22 and July 28, 1982;
Entered into force August 1, 1982.

INTERNATIONAL EXPRESS MAIL AGREEMENT BETWEEN THE POSTAL ADMINISTRATION OF BAHRAIN AND THE UNITED STATES POSTAL SERVICE

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Preamble

The undersigned, by virtue of the authority vested in them, have concluded the following Agreement.

Article 1 Purpose of the Agreement

This Agreement shall govern the exchange of International Express Mail between Bahrain and the United States of America, including any areas for which the postal administrations of these countries exercise International Express Mail responsibilities.

Article 2 Definitions

As used herein the following terms shall have the indicated meanings:

1. Administration - an abbreviated form used to refer to one of the postal administrations of the countries signatory to this Agreement;

2. Articles and sections - articles and sections of this Agreement, except when the context indicates an article which is or can be inserted into an item;

3. Convention - the Universal Postal Convention[1] adopted by the Congress of the Universal Postal Union from time to time;

[1] TIAS 5881, 7150, 8231, 9972; 16 UST 1291; 22 UST 1056; 27 UST 345; 32 UST.

4. Detailed Regulations of the Convention - the Detailed Regulations of the Universal Postal Convention enacted by the Congress of the Universal Postal Union from time to time;

5. International Express Mail service - the service established by this Agreement.

6. Scheduled service - an International Express Mail service option which allows a sender to enter into a contractual arrangement to mail items on a designated schedule to designated addressees;

7. On-demand service - an International Express Mail service option which allows a sender to mail an item on a non-contractual basis and without any requirements for scheduling or prior designation of addressee.

Article 3 Scheduled Service

1. Each administration shall offer scheduled service on a contractual basis to customers who agree to use the service on a designated schedule to send items to designated addressees.

2. Each administration shall provide the other administration with a schedule of approximate delivery times to each city or other location to which scheduled service is available, based upon the time schedules of the international flights used to carry scheduled items.

3. For each scheduled service contract, the administration of origin shall provide the administration of destination with the following information at least ten days prior to commencing service pursuant to such contract:

(i) The identification number of the customer contract, which number shall be indicated on each item sent;

(ii) the name and address of the designated addressee;

(iii) the days of the week designated by the customer as scheduled dispatch days;

(iv) the time of day delivery is requested; and

(v) the airline and flight number to be used.

Article 4 On-Demand Service

1. Each administration may offer on-demand service which shall be available to customers on a non-scheduled basis.

2. Each administration shall provide the other administration with a list of the cities and other locations to which on-demand service is available.

3. Each administration shall provide the other administration with a schedule of approximate delivery times to each city or other location to which on-demand service is available, based upon the time schedules of the international flights used to carry on-demand items.

4. Each administration shall inform the other administration of all identification marks or numbers which it uses for each on-demand item.

5. The administration of origin is not required to provide the administration of destination with notice prior to sending an on-demand item.

Article 5 Charges to be Collected From the Sender

Each administration shall fix the charges to be collected from its senders for sending items in the service.

Article 6 Charges and Fees to be Collected From the Addressee

Each administration shall be authorized to collect from the addressee the customs duty and other applicable non-postal fees, if any, payable on each item it delivers and a charge for the collection of such fees.

Article 7 Conditions of Acceptance

Provided that the contents do not come within the prohibitions listed in Article 8, each item to be admitted into the International Express Mail service shall:

(a) be packed in a manner adapted to the nature of the contents and the conditions of transport;

(b) bear the name and address of the addressee and of the sender; and

(c) satisfy the conditions of weight and size fixed by Article 9.

Article 8 Prohibitions

1. The provisions of the Convention governing prohibitions shall be applicable to the insertion of articles in International Express Mail items.

2. Each administration shall communicate to the other the necessary information concerning customs or other regulations, as well as the prohibitions or restrictions governing entry of postal items in its service.

Article 9 Limits of Size and Weight

An item of International Express Mail:

(a) shall not exceed 900 millimeters for any one dimension nor 2 meters for the sum of the length and the greatest circumference measured in a direction other than that of the length; and,

(b) shall not exceed 10 kilograms in weight.

Article 10 Treatment of Items Wrongly Accepted

1. When an item containing an article prohibited under Article 8 has been wrongly admitted to the post, the prohibited article shall be dealt with according to the legislation of the country of the administration establishing its presence.

2. When the weight or the dimensions of an item exceed the limits established under Article 9, it shall be returned to the administration of origin if the regulations of the administration of destination do not permit delivery.

3. When a wrongly admitted item is neither delivered to the addressee nor returned to origin, the administration of origin shall be informed how the item has been dealt with and of the restriction or prohibition which required such treatment.

Article 11 General Rules for Delivery and Customs Clearance

1. Each administration shall, in accordance with its regulations for the type of service used, make every effort to effect delivery of each item of International Express Mail by the fastest means available.

2. Each administration shall make every effort to expedite the customs clearance of International Express Mail items.

Article 12 Undeliverable Items

1. After every reasonable effort to deliver an item has proven unsuccessful, the item shall be held at the disposal of the addressee for the period of retention provided by the regulations of the administration of destination.

2. An item refused by the addressee shall be returned immediately to the administration of origin.

3. Each undeliverable item shall be returned to the administration of origin through the International Express Mail service.

4. Neither administration shall charge the other for the return of undeliverable items.

Article 13 Items Arriving Out of Course and to be Redirected

1. Each item arriving out of course shall be redirected to its proper destination by the most direct route used by the administration which has received the item.

2. Neither administration shall charge the other for the redirection of items arriving out of course.

Article 14 Inquiries

1. Each administration shall answer in the shortest possible time, not to exceed one month, inquiries relating to any International Express Mail item posted by the other administration.

2. Inquiries shall be accepted only within a period of four months from the date after that on which the item was posted.

3. This article does not authorize routine requests for confirmation of delivery.

Article 15 Allocation of Surface Costs for Traffic Imbalances

1. At the end of each calendar year, the administration which has received a larger quantity of International Express Mail items than it has sent during that year shall have the right to collect from the other administration, as compensation, an imbalance charge for the surface handling and delivery costs it has incurred for each additional item received.

2. Each administration shall establish an imbalance charge per item which shall correspond to the costs of services.

3. Modifications of the imbalance charge may be made as follows:

(a) Each administration may increase its imbalance charge when such an increase is necessary due to an increase in the costs of services.

(b) To be applicable, any such modification of the imbalance charge must:

(i) be communicated to the other administration at least three months in advance;

(ii) remain in force for at least one year.

4. No imbalance charge shall be collected if the difference in the number of items exchanged is less than one thousand.

Article 16 Internal Air Conveyance Dues

Each administration which provides air conveyance of items within its country shall be entitled to reimbursement of internal air conveyance dues at rates established in the provisions of the Convention which govern internal air conveyance dues.

Article 17 Onward Air Conveyance

1. Each administration shall provide onward air conveyance service to or from any country with which it exchanges International Express Mail items, for items addressed to or originating in the other administration and shall provide approximate onward air conveyance times.

2. For each item forwarded pursuant to this article, the administration providing onward air conveyance services shall be authorized to collect from the other adminsitration the onward air conveyance rates applicable to airmail under the Convention.

Article 18 No Additional Rates, Charges, or Fees

The administrations may collect only the rates, charges, and fees established under this Agreement.

Article 19 Application of the Convention

The Convention or its Detailed Regulations shall be applicable, where appropriate, by analogy, in all cases not expressly governed by this Agreement or its Detailed Regulations.

Article 20 Temporary Suspension of Service

1. Should extraordinary circumstances justify it, either administration may suspend temporarily its operation of the service.

2. Notice of such suspension shall be given immediately to the other administration.

Article 21 Detailed Regulations

Details of implementation of this Agreement shall be governed by its Detailed Regulations.

Article 22 Arbitration

Any dispute which arises between the administrations concerning the interpretation or application of this Agreement which cannot be resolved by the administrations to their mutual satisfaction, shall be settled by arbitration, following the arbitration procedures of the Universal Postal Union at the time that the dispute is submitted by an administration for arbitration. The arbitrators shall be chosen from the administrations which provide a service analogous to International Express Mail service.

Article 23 Alterations or Amendments; Additional Rules and Regulations

1. This Agreement or its Detailed Regulations may be altered or amended by mutual consent by means of correspondence between officials of each administration who have been authorized to make such alterations or amendments.

2. Each administration is authorized to adopt implementing rules and regulations for its internal operation of the service not inconsistent with this Agreement or its Detailed Regulations.

Article 24 Entry into Force and Duration

1. This Agreement shall enter into force on the date mutually agreed upon by the administrations, after it is signed by the authorized representatives of both administrations.[1]

2. This Agreement shall expire twelve months after either administration notifies the other in writing of termination.

Done in duplicate and signed at BAHRAIN on THURSDAY the 22ND day of APRIL, 1982, and at Washington, D.C. on the 28 day of July, 1982.

FOR THE POSTAL ADMINISTRATION OF BAHRAIN

[2]

ADVISOR

FOR THE UNITED STATES POSTAL SERVICE:

[3]

Assistant Postmaster General
International Postal Affairs

[1] Aug. 1, 1982.
[2] C. E. Mead.
[3] W. E. Duka.

16

DETAILED REGULATIONS OF THE INTERNATIONAL

EXPRESS MAIL AGREEMENT

BETWEEN

THE POSTAL ADMINISTRATION OF BAHRAIN

AND

THE UNITED STATES POSTAL SERVICE

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The undersigned, by virtue of the authority vested in them, have drawn up the following Detailed Regulations for implementation of the International Express Mail Agreement between the Postal Administration of Bahrain and the United States Postal Service.

Article 101 Information to be Supplied By The Administrations

1. Each administration shall notify the other administration of:

(a) the necessary information concerning customs or other regulations, as well as the prohibitions or restrictions governing the entry of International Express Mail items in the territory of its country and other areas for which it has International Express Mail responsibility;

(b) the provisions of its laws or regulations applicable to the conveyance of International Express Mail items;

(c) the rates and dues established under the Agreement; and,

(d) the forms, labels and other documentation which it requires in the service.

2. Any change of the information mentioned in Section 1 shall be communicated in writing immediately to the other administration.

Article 102 Addresses of the Sender and of the Addressee

To be admitted for mailing, each item of International Express Mail shall bear, in roman letters and arabic figures on the item itself or on a label firmly attached to it, the names and complete addresses of the sender and of the addressee.

Article 103 Items Containing Samples of Merchandise

1. Each item containing merchandise shall be accompanied by a customs declaration on Universal Postal Union Form C2/CP3 or a similar form. The customs declaration shall be securely attached to each such item.

2. The contents of each such item shall be shown in detail on the customs declaration.

3. Although the administrations assume no responsibility for the accuracy of customs declarations, they shall inform senders of the correct way to complete these declarations.

4. The aggregate value of all items a sender may mail to the same person in the United States in one day shall not exceed $250.

Article 104 Packing Requirements

1. Each item shall be packed and closed in a manner befitting the weight, the shape, and the nature of the contents as well as the mode and duration of conveyance.

2. Each item shall be packed and closed so as not to present any danger to officials called upon to handle it, or to soil or damage other mail or postal equipment.

3. Each item shall have, on its packing or wrapping, sufficient space for service instructions and for affixing labels.

4. Each item which requires special packing shall be made up in accordance with the packing provisions in the Detailed Regulations of the Convention.

Article 105 General Makeup of Mails

1. International Express Mail dispatches shall be made up in closed mails, and shall be accompanied by the air mail delivery bill and manifest forms required by these regulations.

2. The items in each dispatch shall be enclosed in blue and orange International Express Mail bags.

3. Items containing merchandise or other dutiable articles shall be placed in separate bags from non-dutiable items, and shall be dispatched separately accompanied by a separate manifest.

4. Each bag shall bear a label, showing the blue and orange chevron which has been adopted as the International Express Mail identification symbol. Each bag label shall clearly indicate:

(a) the exchange office of destination; and

(b) whether the bag contains merchandise or other dutiable items.

Article 106 Manifests

1. An International Express Mail manifest, on a form acceptable to each administration, shall accompany each dispatch.

2. Each item sent through the scheduled service shall be listed separately on the manifest. If no items are sent under a scheduled service contract, the contract number and the fact that no items were sent shall be entered on the manifest.

3. The total number of on-demand items in a dispatch shall be entered collectively as a single manifest entry.

4. The manifest shall clearly indicate that the dispatch contains International Express Mail items.

Article 107 Air Mail Delivery Bills

1. An air mail delivery bill, on Universal Postal Union Form AV 7, shall accompany each dispatch.

2. The air mail delivery bill shall be marked so as to indicate clearly that the dispatch contains International Express Mail.

3. The total number of items in each dispatch shall be entered in the observations column of the air mail delivery bill.

Article 108 Exchange Offices

1. The exchange of dispatches of International Express Mail shall be carried out by the designated exchange offices of each administration.

2. Each administration shall designate its International Express Mail exchange offices to be used in the service and inform the other administration of the location of each such exchange office.

3. Each administration shall give the other administration advance notice of redesignation of, or addition to its exchange offices.

Article 109 Check of International Express Mail

1. Upon receipt of an International Express Mail dispatch, the administration of destination shall check the dispatch to confirm its conformity with the air mail delivery bill.

2. The contents of each dispatch shall be checked as soon as possible, at an office designated by the administration of destination, to confirm their conformity with the manifest.

Article 110 Notification of Irregularities

1. Any evidence of missing or damaged bags or items shall be reported to the administration of origin by telex and confirmed in writing.

2. All other actions taken in connection with any irregularity shall be governed by the regulations of the administration of destination.

Article 111 Redirection of Items Arriving Out of Course

The redirecting administration shall notify the administration of origin, by telex or telephone, of the details concerning the arrival and redirection of each item or bag arriving out of course.

Article 112 Return of Items to Origin

Each administration which returns an item for any reason whatsoever shall give, either written by hand or by means of a stamped impression or label on the item and on the manifest which accompanies it, the reason for non-delivery.

Article 113 Accounting, Settlement of Accounts

1. The procedures for accounting and for the settlement of accounts for internal air conveyance shall be governed by the provisions covering accounting for air mail in the Detailed Regulations of the Convention.

2. The procedures for accounting and settlement of accounts for allocation of surface costs for traffic imbalances shall be as follows:

(a) The settlement shall take place at the end of each calendar year.

(b) Each administration shall prepare quarterly a statement of items received in a mutually acceptable form which indicates the number of items received in

each dispatch based upon the air mail delivery bills. These forms shall be forwarded to the administration of origin within two months from the end of the quarter.

(c) After verifying the statement of items received, the origin administration shall advise the destination administration by correspondence of its acceptance. If the verification reveals any discrepancies, a corrected statement shall be returned to the destination administration duly amended and accepted. If the destination administration disputes the amendments, it shall confirm the actual data by sending photocopies of relevant air mail delivery bills and notices of irregularities to the administration of origin. If the destination administration has received no notice of amendment within two months from the date of forwarding the quarterly statement of items received, the account shall be regarded as fully accepted.

(d) After each administration has accepted the statement of items received prepared by the other, the creditor administration shall prepare annually a detailed account and statement of charges in a mutually acceptable form which indicates the total number of items received and dispatched, the imbalance, the imbalance charge per item, and the total amount due.

(e) Accounts shall be closed within 6 months after the last day of the settlement period.

Article 114 Definitions

The definitions set forth in Article 2 of the Agreement shall be applicable to these Detailed Regulations.

Article 115 Period of Retention of Documents

1. Documents of the service shall be kept for a minimum period of eighteen months from the day following the date to which they refer.

2. A document concerning a dispute or an inquiry shall be kept until the matter has been settled. If the inquiring administration, duly informed of the result of an inquiry, allows six months to elapse from the date of the communication without raising any objections, the matter shall be regarded as settled.

Article 116 Entry into Force and Duration

1. These Detailed Regulations shall come into force on the same date as the International Express Mail Agreement to which they refer.

2. These Detailed Regulations shall have the same duration as the International Express Mail Agreement to which they refer.

GPO 1985 48-450 (12800)

All issues available have
been filmed.
Unfortunately, any
scattered missing issues
are no longer available.

10471

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10471

ECONOMIC ASSISTANCE

Telecommunications

Agreement Between the
UNITED STATES OF AMERICA
and EGYPT

Amending the Agreement of
December 30, 1979

Signed at Cairo August 16, 1982

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OCT 25 1983
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S 9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89-497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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Washington, D.C. 20402

EGYPT

Economic Assistance: Telecommunications

Agreement amending the agreement of December 30, 1979.
Signed at Cairo August 16, 1982;
Entered into force August 16, 1982.

A.I.D. Project No. 263-0117

FIRST AMENDMENT
TO
GRANT AGREEMENT
BETWEEN
THE ARAB REPUBLIC OF EGYPT
AND THE
UNITED STATES OF AMERICA
FOR
TELECOMMUNICATIONS III

Dated: AUGUST 16, 1982

TIAS 10471

First Amendment, dated August 16, 1982 to the Grant Agreement, dated December 30, 1979[1] between the Arab Republic of Egypt ("Grantee") and the United States of America, acting through the Agency for International Development ("A.I.D.") for Telecommunications III.

SECTION 1. The Grant Agreement is amended as follows:

A. The following new section 2.2. is added:

"SECTION 2.2. Incremental Nature of Project.

(a) A.I.D.'s contribution to the Project will be provided in increments, the initial one being made available in accordance with Section 3.1 of this Agreement. Subsequent increments will be subject to availability of funds to A.I.D. for this purpose, and to the mutual agreement of the Parties, at the time of a subsequent increment, to proceed.

(b) Within the overall Project Assistance Completion Date stated in this Agreement, A.I.D., based upon consultation with the Grantee, may specify in Project Implementation Letters appropriate time periods for the utilization of funds granted by the United States of America under an individual increment of assistance."

B. Section 3.1. is amended by deleting "Eighty Million United States ('U.S.') Dollars ($80,000,000)" and substituting "One Hundred Twenty-two Million United States ('U.S.') Dollars ($122,000,000)".

C. Section 3.2(b) is amended by deleting "Fourteen Million Egyptian Pounds (L.E. 14,000,000)" and substituting "the Egyptian Pound equivalent of Twenty-six Million Five Hundred Thousand Dollars ($26,500,000)".

READEX FICHE best copy available

[1] TIAS 9672; 31 UST 5557.

D. Section 3.3 is amended by deleting "March 31, 1984" and substituting "December 31, 1986".

E. The following new Sections 4.5, 4.6, 4.7, and 4.8 are added as follows:

"SECTION 4.5. First Disbursement with Funds Made Available Under the First Amendment to the Grant Agreement. Prior to any disbursement or to the issuance by A.I.D. of documentation pursuant to which disbursement will be made of funds made available under this First Amendment to the Grant Agreement the Grantee shall, except as the parties may agree otherwise in writing, furnish to A.I.D. in satisfactory form and substance:

(a) A Reloan Agreement for the Project between the Grantee and ARENTO under which the Grantee will, except as the Parties may otherwise agree in writing, reloan to ARENTO Twenty-two Million United States Dollars ($22,000,000) in grant funds made available under this First Amendment to the Grant Agreement;

(b) An amendment to the Regrant Agreement for the Project between the Grantee and ARENTO under which the Grantee will, except as the Parties may otherwise agree in writing, regrant to ARENTO Twenty Million U.S. Dollars ($20,000,000) in grant funds made available under this First Amendment to the Grant Agreement;

(c) An opinion of the Egyptian Ministry of Justice or other acceptable legal counsel that the Grant Agreement Amendment has been duly authorized and/or ratified by, and executed on behalf of, the Grantee and ARENTO and that it constitutes a valid and legally binding obligation in accordance with all of its terms.

SECTION 4.6. Additional Disbursement for Equipment from Funds Made Available Under the First Amendment to the Grant Agreement. Prior to any disbursement or to the issuance by A.I.D. of documentation pursuant to which disbursement will be made from funds made available under the First Amendment of this Agreement for equipment, the Grantee shall, except as the Parties may otherwise agree in writing, furnish to A.I.D., in satisfactory form and substance:

(a) Evidence that ARENTO has signed an acceptable contract for technical services, including but not limited to, providing assistance to ARENTO for supervision of the outside plan and ESS equipment installation.

SECTION 4.7. Notification. When the conditions precedent specified above have been met, A.I.D. will promptly notify the Grantee.

Section 4.8. Terminal Date for Conditions Precedent Under the First Amendment. If all of the conditions precedent specified in Section 4.5 and 4.6 have not been met within 120 days from the date of the First Amendment to this Agreement or such later date as the Parties may agree to in writing, A.I.D., may terminate this Agreement by written notice to Grantee."

F. Article 5 is amended in accordance with the following:

(i) Sections 5.1, 5.2, 5.6, 5.9, 5.10, 5.11, 5.12, 5.13, 5.14, and 5.16 are deleted in their entirety and the following substituted therefor;

"SECTION 5.1. Project Evaluation. The Parties agree to establish an evaluation program as part of the Project. Except as the Parties otherwise may agree in writing, the program will

include, during the implementation of the Project: (a) evaluation of progress toward attainment of the objectives of the Project; (b) identification and evaluation of problem areas or constraints which may inhibit such attainment; (c) assessment of how such information may be used to help overcome such problems; and (d) evaluation, to the degree feasible, of the overall development impact of the Project.

SECTION 5.2. Execution of the Project. The Grantee shall:

(a) Carry out the project with due diligence and efficiency, and in conformity with sound engineering, construction, financial and administrative practice.

(b) Cause the project to be carried out in conformance with all of the plans, specifications, contracts, schedules, and other arrangements, and with all modifications therein mutually approved pursuant to this Agreement.

(c) Submit to A.I.D. under procedures for mutual approval by the Parties prior to implementation, issuance or execution, all plans, specifications, construction shedules, bid documents, documents concerning solicitation of proposals relating to eligible items, contracts, and all modifications to these documents.

SECTION 5.6. Continuing Consultation. The Grantee shall cooperate fully with A.I.D. to assure that the purpose of the Grant will be accomplished. To this end, the Grantee, ARENTO and A.I.D. shall from time to time, at the request of any party, exchange views through their representatives with regard to the progress of the project, the performance of the Parties of their obligations under the Grant Agreement, the performance of consultants, contractors and suppliers engaged on the project, and other matters relating to the project.

SECTION 5.9. Tariff Rate Structure. The Grantee and ARENTO shall continue to review and adjust tariff rates periodically, both in recognition of the service improvements being made in the system and in an effort to establish a composite tariff structure to fully meet ARENTO's long-range true financial needs.

SECTION 5.10. Rates and Tariff Office. ARENTO shall establish a Sector for Rates and Tariffs Office responsible for determining revenue requirements and requisite tariff rates based thereon.

SECTION 5.11. Accounting, Financial and Inventory System. ARENTO shall continue to review and establish accounting, financial reporting and inventory disposal systems designed to serve the telecommunications industry.

SECTION 5.12. ARENTO Assets. The Grantee and ARENTO shall continue to take all necessary actions to enable ARENTO to revalue the asset accounts using replacement value less depreciation including, for example, (1) the assets acquired from the Grantee either as a donation or from nominal amounts, and (2) the assets acquired and recorded at the official exchange rate.

SECTION 5.13. ARENTO Equity. ARENTO agrees that all A.I.D. funds granted to ARENTO by Grantee will be reflected in an equity account.

SECTION 5.14. ARENTO Staffing. ARENTO shall continue a policy that the number of new hires cannot exceed the annual turnover rate and shall pursue further the consolidation of personnel manpower and training functions into a comprehensive system for maximizing use of its human resources.

SECTION 5.15. ARENTO Staff for ESS Operations. ARENTO agrees to assign, by the time of provisional acceptance of the respective exchange equipment, all required ARENTO maintenance and operations personnel responsible for such equipment.

SECTION 5.16. Service Improvement Plan. ARENTO will continue to take steps to implement the Service Improvement Plan (SIP) as detailed in the Telecommunications Sector Study Report.

SECTION 5.17. ARENTO Debt to Equity Ratio. In order to achieve an appropriate balance between equity and debt, ARENTO shall set as an objective in its long-range financial plan the maintenance of a debt to equity ratio no greater than 70:30."

(ii) Section 5.15 is renumbered to become 5.18 and amended by adding the following:

"This section applies to the Reloan Agreement and Regrant Agreement, as amended."

(iii) The following section is added to Article 5:

"SECTION 5.19. Decennial Liability. The Grantee agrees that contractors, architects, consultants, and subcontractors, regardless of nationality, working on this Project shall be exempted from the application of Articles 651 through 654 of the Egyptian Civil Code and from the application of Law 106 of 1976. Such contractors, architects, consultants, or subcontractors shall not be relieved of their duty to exercise sound judgement, in accordance with the standards of their respective professions, to ensure the safety and fitness of the works for the purposes for which they are designed and erected."

G. Section 8.1 is amended by deleting:

"Ministry of Economy and Economic
Cooperation
8 Adly Street
Cairo, Egypt"

and substituting:

"Ministry of Investment
and International Cooperation
Department of Economic Cooperation
with U.S.A.
8 Adly Street
Cairo, Egypt".

H. Section 8.2 is amended by deleting it in its entirety and substituting the following:

"SECTION 8.2 Representatives. For all purposes relevant to this Agreement, the Grantee will be represented by the individuals holding or acting in the offices of Deputy Prime Minister for Economic and Financial Affairs and Minister of Investment and International Cooperation or the Senior Undersecretary of State for Economic Cooperation with U.S.A., the Minister of Communications and/or the Chairman of ARENTO and A.I.D. will be represented by the individual holding or acting in the Office of Director, U.S.A.I.D., Cairo, Egypt, each of whom, by written notice, may designate additional representatives for all purposes other than exercising the power under Section 2.1 to revise elements of the amplified description in Annex 1. The names of the representatives of the Grantee, with specimen signatures, will be provided to A.I.D., which may accept as duly authorized any instrument signed by such representatives in implementation of this Agreement, until receipt of written notice of revocation of their authority."

I. Attachment 1 to Annex 1 is deleted in its entirety and the attached Attachment 1 to Annex 1 substituted therefor.

SECTION 2. This First Amendment shall enter provisionally[1] into force when signed by both parties hereto.

SECTION 3. Except as specifically amended or modified herein, the Grant Agreement shall remain in full force and effect in accordance with all of its terms.

IN WITNESS WHEREOF, the Arab Republic of Egypt and the United States of America, each acting through its respective duly authorized representatives, have caused this Agreement to be signed in their names and delivered as of the day first above written.

ARAB REPUBLIC OF EGYPT

BY : [signature]

NAME : Mr. M. A. Fattah Ibrahim

TITLE: Deputy Prime Minister for Economic and Financial Affairs and Minister of Investment and International Cooperation

BY : [signature]

NAME : Fouad Iskandar

TITLE: Senior Undersecretary of State for Economic Cooperation with U.S.A.

UNITED STATES OF AMERICA

BY : [signature]

NAME : Henry Precht

TITLE: Charge d'Affaires, a.i.

BY : [signature]

NAME : Owen Cylke

TITLE: Acting Director, USAID/Cairo

[1] "Provisionally" deleted in accordance with amendment of Aug. 29, 1982.

Implementing Organizations

In acknowledgement of the foregoing Agreement, representatives of the Implementing Organizations have subscribed their names:

MINISTRY OF TRANSPORT, COMMUNICATIONS AND MARITIME TRANSPORT

BY : [signature]

NAME : Soliman Metwalli Soliman

TITLE: Minister of Transport, Communications and Maritime Transport

THE ARAB REPUBLIC OF EGYPT
NATIONAL TELECOMMUNICATIONS ORGANIZATION

BY : [signature]

NAME : Ahmed Kamel Mohamed Kamel

TITLE: Chairman

ATTACHMENT 1 TO ANNEX 1

ILLUSTRATIVE PROJECT FINANCIAL PLAN

($ 000)

Project No. 263-0117

	A.R.E. Egyptian Pounds ($ Equivalent of L.E.)	AID	Total
1. Training	1,000	11,000	12,000
2. Technical Assistance	1,500	5,000	6,500
3. Engineering/Installation	500	9,000	9,500
4. Equipment and Equipment Related	21,500	95,000	116,500
5. Contingency and Escalation	2,000	2,000	4,000
	26,500	122,000	148,500

GPO 1985 48-452 (12800)

10472

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10472

ECONOMIC ASSISTANCE

Decentralization Sector Support

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Agreement Between the
UNITED STATES OF AMERICA
and EGYPT

Signed at Cairo August 29, 1982

S9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89-497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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Washington, D.C. 20402

EGYPT

Economic Assistance: Decentralization Sector Support

Agreement signed at Cairo August 29, 1982;
Entered into force August 29, 1982.

A.I.D. Program No. 263-K-605

PROGRAM
GRANT AGREEMENT
BETWEEN
THE ARAB REPUBLIC OF EGYPT
AND THE
UNITED STATES OF AMERICA
FOR
DECENTRALIZATION SECTOR SUPPORT

Dated: AUGUST 29, 1982

TIAS 10472

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Annex 1

Program Budget

[1] Not printed herein. For text, see TIAS 8830; 29 UST 501.

A.I.D. Program No. 263-K-605

Program Grant Agreement

Dated August 29, 1982

Between

The Arab Republic of Egypt ("Grantee")

And

The United States of America, acting through the Agency for International Development ("A.I.D.").

Preamble

In order to achieve greater flexibility in the funding of decentralized development activities, the funds made available under this Agreement shall be available for the financing by the Parties of certain agreed-upon activities in the decentralization sector. Five previously existing projects are subsumed as activities under this Program. Additional activities may be added from time to time, as mutually agreed upon in Activity Protocols and as may be deemed necessary by the Grantee.

Article 1: The Agreement

The purpose of this Agreement is to set out the understandings of the parties named above ("arties", with respect to the undertaking by the Grantee of the Program described below and with respect to the financing of the Program by the Parties.

Article 2: The Program

SECTION 2.1. Definition of Program. The Program consists of several activities to assist the Grantee to establish the institutional capacity to plan and implement the plans for local development at the national, governorate, district and village levels, and a national budget process allocating adequate funds to decentralization. The Program will emphasize the discretionary use of such funds for locally designed and approved development initiatives which will promote sustained economic growth and improvement in living standards. The Program will implement decentralized development activities as defined in "Activity Protocols" to be entered into by the Parties. The initial five Activity Protocols under the Program shall be entered into on the date of this Agreement. The following five Project Grant Agreements are hereby deleted in their entirety:

A. Project Grant Agreement for Development Decentralization I dated May 29, 1978,[1] as amended on May 31, 1979, March 31, 1980, and August 19, 1981[2] - AID Project No. 263-0021;

[1] TIAS 9480; 30 UST 4591.
[2] Not printed.

B. Project Grant Agreement for Basic Village Services dated August 31, 1980[1] - AID Project No. 263-0103;

C. Project Grant Agreement for Provincial Cities Development dated September 22, 1981[2] - AID Project No. 263-0127;

D. Project Grant Agreement for Decentralization Support Fund dated September 28, 1980[3] - AID Project No. 263-0143; and

E. Project Grant Agreement for Neighborhood Urban Services dated August 19, 1981[4] - AID Project No. 263-0153.

The Parties may, from time to time, and as may be initiated by the Grantee, execute other Activity Protocols.

The Program is further described in the individual Activity Protocols which contain amplified descriptions of the above definition of the Program. Within the limits of the above definition of the Program, elements of the amplified descriptions contained in the Activity Protocols may be changed by written agreement of the authorized representatives of the Parties named in those Protocols, without formal amendment of this Agreement, provided that such changes are consistent with the provisions set forth herein.

SECTION 2.2. Incremental Nature of Program.

(a) A.I.D.'s contribution to the Program will be provided in increments. The initial increments have been previously made available

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[1] TIAS 9851; 32 UST 2417.
[2] Not printed.
[3] TIAS 9876; 32 UST.
[4] Not printed.

in accordance with the Project Agreements listed in Section 2.1. The initial increment under the Program established by this Agreement is being made available in accordance with Section 3.1 of this Agreement. Subsequent increments will be subject to availability of funds to A.I.D. for this purpose, and to the mutual agreement of the Parties, at the time of a subsequent increment, to proceed.

(b) Within the overall Program Assistance Completion Date stated in this Agreement, A.I.D., based upon consultation with the Grantee, may specify in Program Implementation Letters appropriate time periods for the utilization of funds granted by A.I.D. under an individual increment of assistance.

Article 3: Financing

SECTION 3.1. The Grant. To assist the Grantee to meet the costs of carrying out the Program, A.I.D., pursuant to the Foreign Assistance Act of 1961, as amended,[1] agrees to grant the Grantee under the terms of this Agreement not to exceed Two Hundred Sixty-One Million Two Hundred Thousand ("U.S.") Dollars ($261,200,000) and One Hundred Twenty Five Thousand Egyptian Pounds (LE 125,000).

The Grant may be used to finance foreign exchange costs, as defined in Section 6.1, and local currency costs, as defined in Section 6.2, of goods and services required for the Program, except that, unless the Parties otherwise agree in writing, Local Currency Costs financed

[1] 75 Stat. 424; 22 U.S.C. §2151.

under the Grant will not exceed the total U.S. Dollars made available for such purpose as set forth in the Activity Protocols entered into pursuant to this Program Agreement.

Annex 1, attached, sets forth the budgetary allocation of the funds made available under each Activity Protocol concluded hereunder. Within the limits of the Grant as set forth above, Annex 1 may be changed by the authorized representatives of the Parties named in Section 8.2, without formal amendment of this Agreement provided that funds previously granted by A.I.D. for the five existing activities listed below shall not be reduced below the amounts previously stated in the Project Grant Agreements covering such activities as follows:

a. Development Decentralization I - Twenty-Six Million Two Hundred Thousand U.S. Dollars ($26,200,000) and One Hundred Twenty-five Thousand Egyptian Pounds (LE 125,000);

b. Basic Village Services - Seventy Million U.S. Dollars ($70,000,000);

c. Provincial Cities Development - Twenty Million U.S. Dollars ($20,000,000);

d. Decentralization Support Fund - Fifty Million U.S. Dollars ($50,000,000); and

e. Neighborhood Urban Services - Twenty Million U.S. Dollars ($20,000,000).

SECTION 3.2. Grantee Resources for the Program.

(a) The Grantee agrees to provide or cause to be provided for the Program all funds, in addition to the Grant, and all other resources required to carry out the Program effectively and in a timely manner.

(b) The resources provided by the Grantee for the Program will be as specified in Activity Protocols entered into pursuant to this Program Agreement.

SECTION 3.3. Program Assistance Completion Date.

(a) The "Program Assistance Completion Date" (PACD), which is June 30, 1987, or such other date as the Parties may agree to in writing, is the date by which the Parties estimate that all services financed under the Grant will have been performed and all goods financed under the Grant will have been furnished for the Program as contemplated in this Agreement. Notwithstanding the above PACD, each Activity Protocol shall have an "Activity Assistance Completion Date" (AACD), as specified in the respective Activity Protocol.

(b) Except as A.I.D. may otherwise agree in writing, A.I.D. will not issue or approve documentation which would authorize disbursement of the Grant for services performed subsequent to the PACD or for goods furnished for the Program, as contemplated in this Agreement, subsequent to the PACD.

(c) Requests for disbursement, accompanied by necessary supporting documentation prescribed in Program Implementation Letters are to be received by A.I.D. or any bank described in Section 7.1 no later than nine (9) months following the PACD, or such other period as A.I.D. agrees to in writing. After such period, A.I.D., giving notice in writing to the Grantee, may at any time or times reduce the amount of the Grant by all or any part thereof for which requests for disbursement, accompanied by necessary supporting documentation prescribed in Program Implementation Letters, were not received before the expiration of said period.

Article 4: Conditions Precedent to Disbursement.

SECTION 4.1. First Disbursement of Funds Made Available Under Section 3.1. Prior to any disbursment of funds made available under Section 3.1, other than from funds already made available up until the date of this Agreement, or to the issuance of any commitment documents under this Program Agreement with respect to such funds, the Grantee shall, except as the Parties may otherwise agree in writing, furnish to A.I.D. in satisfactory form and substance:

(a) A statement of the names of the persons authorized pursuant to Section 8.2 to act as the representatives of the Grantee, together with a specimen signature of each person specified in such statement; and

(b) Evidence of the establishment of a committee ("Sector Steering Committee") charged with the assessment and direction of this Program and to be served by a technical secretariat charged with the collection and analysis of baseline data against which budget and implementation decisions may be determined by the Sector Steering Committee for the total Program.

SECTION 4.2. Disbursement Under Activity Protocols. Prior to an initial disbursement or to any subsequent disbursement or to the issuance of any commitment documents for any Activity which is a part of this Program, the Grantee shall, except as the Parties may otherwise agree in writing, satisfy the conditions set forth in the respective Activity Protocol.

SECTION 4.3. Notification. When the conditions precedent specified in the preceeding sections have been met, A.I.D. will promptly notify the Grantee.

SECTION 4.4. Terminal Dates for Conditions Precedent. If all of the conditions specified in Section 4.1 have not been met within 60 days from the date of this Agreement, or such later date as the Parties may agree to in writing, A.I.D. may terminate this Agreement by written notice to Grantee.

Article 5: Special Covenants.

SECTION 5.1. Program Evaluation. The Parties agree to establish an evaluation plan as part of the Program. Except as the Parties otherwise agree in writing, the evaluation plan will include, during the implementation of the Program and at one or more points thereafter:

(a) evaluation of progress toward attainment of the objectives of the Program;

(b) identification and evaluation of problem areas or constraints which may inhibit such attainment;

(c) assessment of how such information may be used to help overcome such problems; and

(d) evaluation, to the degree feasible, of the overall development impact of the Program.

SECTION 5.2. Semiannual Assessments. The Parties agree that at least semiannual assessments of the decentralization portfolio will be made by the Sector Steering Committee to determine the status of implementation of the individual Program activities, the Portfolio as a whole, and its relevance, to the overall decentralization Program. Based on its assessment, the Committee will recommend modifications, funding actions and other activities as may be necessary. The Grantee and A.I.D. will study the Sector Steering Committee's recommendations for resolving funding and implementation issues.

Article 6: Procurement Source

SECTION 6.1. Foreign Exchange Costs. Disbursements pursuant to Section 7.1 will be used exclusively to finance the costs of goods and services required for the Program having their source and origin in the United States (Code 000 of the A.I.D. Geographic Code Book as in effect at the time orders are placed or contracts entered into for such goods or services) ("Foreign Exchange Costs"), except as A.I.D. may otherwise agree in writing, and except as provided in the Program Grant Standard Provisions Annex, Section C.1(b) with respect to marine insurance.

SECTION 6.2. Local Currency Costs. Disbursements pursuant to Section 7.2. will be used exclusively to finance the costs of goods and services required for the Program having their source and, except as the Parties may otherwise agree in writing, their origin in Egypt ("Local Currency Costs").

Article 7: Disbursement

SECTION 7.1. Disbursement for Foreign Exchange Costs.

(a) After satisfaction of conditions precedent, the Grantee may obtain disbursements of funds under the Grant for the Foreign Exchange Costs of goods or services required for the Program in accordance with the terms of this Agreement, by such of the following methods as may be mutually agreed upon:

(1) by submitting to A.I.D., with necessary supporting documentation as prescribed in Program Implementation Letters, (A) requests for reimbursement for such goods or services, or, (B) requests for A.I.D. to procure commodities or services on Grantee's behalf for the Program; or,

(2) by requesting A.I.D. to issue Letters of Commitment for specified amounts (A) to one or more U.S. banks, satisfactory to A.I.D., commiting A.I.D. to reimburse such bank or banks for payments made by them to contractors or suppliers, under Letters of Credit or otherwise, for such goods or services, or (B) directly to one or more contractors or suppliers, committing A.I.D. to pay such contractors or suppliers for such goods or services.

(b) Banking charges incurred by Grantee in connection with Letters of Commitment and Letters of Credit will be financed under the Grant unless Grantee instructs A.I.D. to the contrary. Such other charges as the Parties may agree to may also be financed under the Grant.

SECTION 7.2 Disbursement for Local Currency Costs.

(a) After satisfaction of conditions precedent, the Grantee may obtain disbursements of funds under the Grant for Local Currency Costs required for the Program in accordance with the terms of this Agreement, by submitting to A.I.D., with necessary supporting documentation as prescribed in Program Implementation Letters, requests to finance such costs.

(b) The local currency needed for such disbursements may be obtained by acquisition by A.I.D. with U.S. dollars by purchase. The U.S. dollar equivalent of the local currency made available hereunder will be the amount of U.S. dollars required by A.I.D. to obtain the local currency.

SECTION 7.3. Other Forms of Disbursement. Disbursements of the Grant may also be made through such other means as the Parties may agree to in writing.

SECTION 7.4. Rate of Exchange. Except as may be more specifically provided under Section 7.2, if funds provided under the Grant are introduced into Egypt by A.I.D. or any public or private agency for purposes of carrying out obligations of A.I.D. hereunder, the Grantee will make such arrangements as may be necessary so that funds may be converted into currency of the Arab Republic of Egypt at the highest rate of exchange prevailing and declared for foreign exchange currency by the competent authorities of the Arab Republic of Egypt.

Article 8: Miscellaneous

SECTION 8.1. Communications. Any notice, requests, document, or other communication submitted by either Party to the other under this Agreement will be in writing or by telegram or cable, and will be deemed

duly given or sent when delivered to such party at the following addresses:

To the Grantee:

Ministry of Investment
and International Cooperation
Department of Economic Cooperation
with U.S.A.
8 Adly Street
Cairo, Egypt

To A.I.D.:

A.I.D.
U.S. Embassy
Cairo, Egypt

All such communications will be in English, unless the Parties otherwise agree in writing. Other addresses may be substituted for the above upon the giving of notice.

SECTION 8.2. Representatives. For all purposes relevant to this Agreement, the Grantee will be represented by the individual, holding or acting in the office of the Deputy Prime Minister for Economic and Financial Affairs and Minister of Investment and International Cooperation or the Administrator of the Department for Economic Cooperation with U.S.A., and A.I.D. will be represented by the individual holding or acting in the office of Director, USAID, each of whom, by written notice, may designate additional representatives for all purposes other than exercising the power under Section 3.1 to revise elements of the Program budget in Annex 1. The names of the representatives of the Grantee, with specimen signatures, will be provided to A.I.D., which may

accept as duly authorized any instrument signed by such representatives in implementation of this Agreement, until receipt of written notice of revocation of their authority. In addition, each Activity Protocol shall specify the representatives of the Parties to such protocol and the scope of their authority.

SECTION 8.3. Standard Provisions Annex. A "Program Grant Standard Provisions Annex" (Annex 2) is attached to and forms part of this Agreement.[1]

IN WITNESS WHEREOF, the Grantee and the United States of America, each acting through its duly authorized representative, have caused this Agreement to be signed in their names and delivered as of the day and year first above written.

ARAB REPUBLIC OF EGYPT

BY : M. A. Fattah Ibrahim

NAME : Mr. M. A. Fattah Ibrahim

TITLE: Deputy Prime Minister for Economic and Financial Affairs and Minister for Investment and International Cooperation

BY : Fouad Iskandar

NAME : Fouad Iskandar

TITLE: Administrator of the Department for Economic Cooperation with U.S.A.

UNITED STATES OF AMERICA

BY :

NAME : Henry Precht

TITLE: Charge d'Affaires a.i.

BY :

NAME : Owen Cylke

TITLE: Acting Director, USAID/Cairo

[1] See footnote 1, p. 3.

Program Number 263-K-605

DECENTRALIZATION PROGRAM AND ACTIVITY BUDGETS

ANNEX I

(Figures are in millions of dollars or Egyptian pounds)

PROGRAM/ACTIVITY	CONTRIBUTIONS FROM: AID Before FY 82 1/	AID FY 82	AID After FY 82 2/	AID TOTAL	TITLE III	G.O.E.	Maximum of currently obligated U.S.$ convertible to Egyptian pounds.
605 : Decentralization Sector Program	$	$	$	$	LE	LE	$
Activities:							
605.1 Development Decentralization I	26.20 4/	---	---	26.20 4/	---	4.40	19.70 (75%)
605.2 Basic Village Services	70.00	30.00	45.00 (45.00)	145.00	75.00	38.40	84.15 (84%)
605.3 Provincial Cities Development	20.00	---	55.00 (31.60)	75.00	---	20.90	7.80 (30%)
605.4 Decentralization Support Fund	50.00	25.00	25.00 (---)	100.00	---	16.60	5.00 (6%)
605.5 Neighborhood Urban Services	20.00	16.50	52.50 (52.50)	89.00	---	9.73	30.90 (80%)
605.6 Other 5/	---	3.50	16.50 (---)	20.00	---	---	---
Total	186.20	75.00	194.00 (129.10)	455.20	75.00	90.03	147.55 (47%)

1/ Minimum AID contributions granted under previous authorizations per Section 2.1 of the Program Agreement

2/ A.I.D.'s contribution to the total Activity will be provided in increments, in accordance with Section 3.1 of this Agreement. Subsequent increments will be subject to availability of funds to A.I.D. for this purpose, and to the mutual Agreement of the Parties, at the time of a subsequent increment to proceed. The figures in brackets in this column are the proposed maximum dollars convertible to Egyptian pounds.

3/ GOE contributions will be in LE. Dollar figures shown in earlier agreements have been converted at the exchange rate of LE 0.83 = US$ 1.00 (8/82), for the purpose of this Agreement.

4/ 125,000 US-owned Egyptian pounds also obligated under this activity.

5/ To be agreed upon in future Activity Protocol(s).

[Footnotes in the original.]

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10473

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ECONOMIC ASSISTANCE

Commodity Imports

Agreement Between the
UNITED STATES OF AMERICA
and EGYPT

Amending the Agreement of
February 5, 1982

Signed at Cairo August 31, 1982

S9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89-497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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Washington, D.C. 20402

EGYPT

Economic Assistance: Commodity Imports

Agreement amending the agreement of February 5, 1982.
Signed at Cairo August 31, 1982;
Entered into force August 31, 1982.

A.I.D. Program No. 263-K-604

FIRST AMENDMENT
TO THE
GRANT AGREEMENT
BETWEEN
THE UNITED STATES OF AMERICA
AND THE
ARAB REPUBLIC OF EGYPT
FOR
COMMODITY IMPORTS

Dated: AUGUST 31, 1982

TIAS 10473

First Amendment, dated August 31, 1982, to the Grant Agreement, dated February 5, 1982,[1] between the Arab Republic of Egypt ("Grantee") and the United States of America, acting through the Agency for International Development ("A.I.D.") for Commodity Imports (A.I.D. Grant No. 263-K-604).

SECTION 1. The Grant Agreement is amended as follows:

a. Article 1 is amended by deleting "Three Hundred Million United States dollars ($300,000,000)" and substituting therefor "Three Hundred Fifty Million United States dollars ($350,000,000)".

b. Article 1 is further amended by deleting the last sentence of that Article.

c. Annex 1 is amended by deleting it in its entirety and substituting Annex A to this First Amendment therefor.

SECTION 2. This Grant Agreement Amendment shall enter into force when signed by the parties hereto.

SECTION 3. Except as specifically amended hereby, the Grant Agreement, dated February 5, 1982, between the Grantee and A.I.D. shall remain in full force and effect.

IN WITNESS WHEREOF, the Grantee and the United States of America, each acting through its duly authorized representatives, have caused this

[1] TIAS 10347; 33 UST.

Agreement to be signed in their names and delivered as of the day and year first above written.

ARAB REPUBLIC OF EGYPT

BY : _____

NAME : Mr. M.A. Fattah Ibrahim

TITLE: Deputy Prime Minister for Economic and Financial Affairs and Minister of Investment and International Cooperation

BY : _____

NAME : Fouad Iskandar

TITLE: Administrator of the Department for Economic Cooperation with U.S.A.

UNITED STATES OF AMERICA

BY : _____

NAME : Henry Precht

Title: Charge d'Affaires, a.i.

BY : _____

NAME : M. P. W. Stone

TITLE: Director, USAID/Cairo

ANNEX A

PROGRAM DESCRIPTION

The Program represents a continuation of balance of payments assistance to the Government of Egypt. At the same time, it reflects an effort to contribute to Egyptian development by preserving an appropriate balance between financing capital equipment needs for longer run development performance and financing intermediate goods and consumables for immediate production and consumption support. The Program also includes a separate category of support for continuation of the Trade Financing Facility element, introduced in the FY 81 Commodity Import Program (A.I.D. Grant No. 263-K-603).

Accordingly, except as the parties may otherwise agree in writing, Grant funds shall be allocated for the Program, including commodity-related and other services, as follows:

1.	Basic supply Commodities:	$150 Million
2.	Capital Goods which Directly Support the Objectives of the Government of Egypt Development Budget:	$150 Million
3.	Trade Financing Facility:	$ 50 Million
		$350 Million

GPO 1985 48-454 (12800)

10474
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S 9.10: 10474

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10474

PROPERTY TRANSFER

Mt. Hope Warehouse and Transportation Areas

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Agreement Between the
UNITED STATES OF AMERICA
and PANAMA

Effected by Exchange of Notes
Signed at Panama February 12 and May 7, 1982

S 9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89–497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

For sale by the Superintendent of Documents, U.S. Government Printing Office
Washington, D.C. 20402

PANAMA

Property Transfer: Mt. Hope Warehouse and Transportation Areas

Agreement effected by exchange of notes
Signed at Panama February 12 and May 7, 1982;
Entered into force May 7, 1982.

The American Ambassador to the Panamanian Minister of Foreign Relations

Panama, February 12, 1982

No. 014

Excellency:

I have the honor to refer to the Panama Canal Treaty of 1977,[1] to the Agreement in Implementation of Article III of the Treaty[2] and to discussions between representatives of our two Governments concerning the status of certain areas made available to the United States of America for the management, operation and maintenance of the Panama Canal pursuant to those agreements.

Paragraph 1(c) of Annex A of the Agreement in Implementation of Article III of the Panama Canal Treaty of 1977 provides that:

"(c) The following areas shall cease to be a part of the Canal operating areas five years following the entry into force of this Agreement:

(i) The Mount Hope warehouse area; and

(ii) The Mount Hope motor transportation area. For the purpose of this provision, the Mount Hope warehouse area is identified on the map attached hereto as attachment No. 2, SK 529-25-14A, in the manner indicated on the legend thereof, and the

His Excellency
Jorge E. Illueca,
Minister of Foreign Relations,
Panama, Republic of Panama.

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[1] Signed Sept. 7, 1977. TIAS 10030; 33 UST.
[2] Signed Sept. 7, 1977. TIAS 10031; 33 UST.

Mount Hope motor transportation area is identified on the map attached hereto as Attachment No. 3, SK 529-25-13A, in the manner indicated on the legend thereof."

Representatives of the United States Government have requested, for the efficient management, operation and maintenance of the Canal, the continued use of the Mount Hope motor transportation area, beyond the five-year period following the entry into force of the aforesaid Agreement. Also, after considering requests from representatives of your Government, the United States Government has determined that it will no longer require, and in advance of October 1, 1984, can make available to the Republic of Panama, the Mount Hope warehouse area. In addition, and consistent with these requests the United States has purchased building 8153 in the Margarita housing area for the purpose of relocating the Panama Canal Commission's Treasury Branch Atlantic Office, formerly located in the Mount Hope warehouse area.

In order to satisfy the aforementioned requests, I have the honor to propose the following agreement, pursuant to Paragraph 6 of Article III of the Agreement in Implementation of Article III of the Treaty, and Annex A of the Agreement:

First: The Mount Hope warehouse area (except the Fire Station --Building 7029) shall cease to be part of the Canal operating

areas and shall transfer to the Government of the Republic of Panama.

Second: In view of the requirements of the Panama Canal Commission, the Republic of Panama shall allow the Government of the United States of America the use of the Mount Hope motor transportation area until October 1, 1989, subject to the same terms and conditions maintained prior to October 1, 1984. Accordingly, this area will continue to be a Canal operating area until October 1, 1989, or until such earlier date as the requirements of the Panama Canal Commission may be satisfied.

Third: In accordance with paragraph 3(j) of Annex A of the Agreement, the Government of the Republic of Panama shall guarantee to the United States of America free and unimpeded access to the following communications and electrical facilities of the Panama Canal Commission and the Armed Forces of the United States of America, which are located in the Mount Hope warehouse area depicted in attached drawing SK 529-223:

(I) Manhole B4B2

(II) The ductline outside fenced area and associated manholes.

(III) The buried cable and ductline inside

fenced area and associated manholes.

(IV) The transformer house.

(V) The buried cable in conduit.

Fourth: Building 8153 in Margarita may be occupied by the Panama Canal Commission until termination of the Panama Canal Treaty of 1977, as the Panama Canal Commission's Treasury Branch Atlantic Office. This building shall be a Canal operating area until the termination of the Treaty or such earlier date as its use by the Commission ceases.

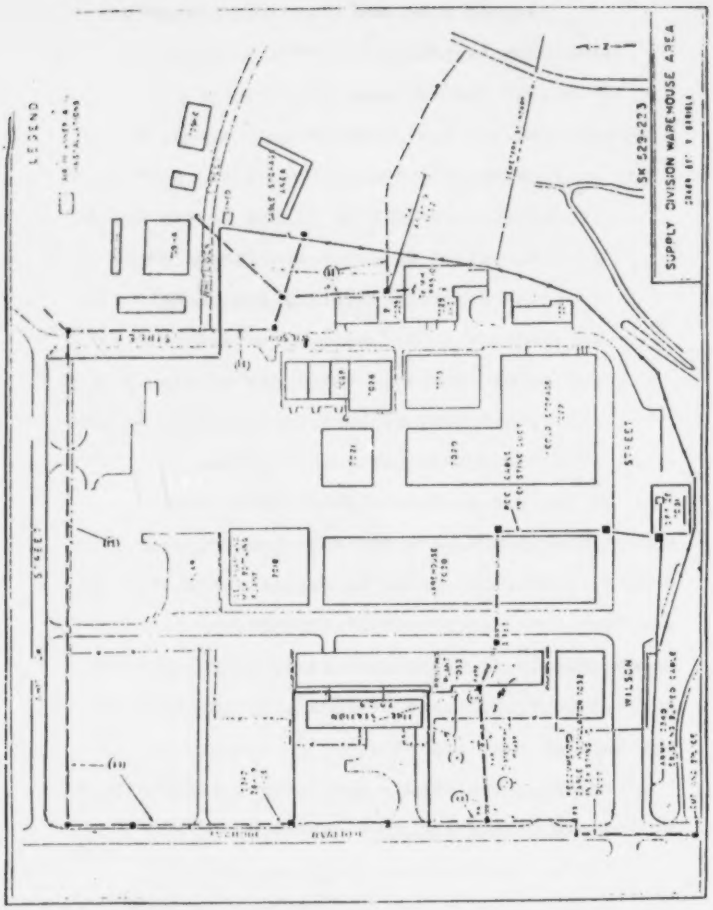
If the proposals set forth above are acceptable to the Government of the Republic of Panama, I have the honor to suggest that this Note and Your Excellency's reply thereto indicating acceptance shall constitute an agreement between our two Governments concerning these matters, as of the date of your reply.

Accept, Excellency, the renewed assurances of my highest esteem and consideration.

Ambler H. Moss, Jr. [1]

Enclosure - as indicated

[1] Ambler H. Moss, Jr.


LEGEND
SUPPLY DIVISION WAREHOUSE AREA
SK 523-223
STREET
WILSON
STREET
AVENUE

The Panamanian Minister of Foreign Relations to the American Ambassador

República de Panamá

Ministerio de Relaciones Exteriores
Despacho del Ministro
D.M.No. 109

Panamá, R. de P.
7 de mayo de 1982

Señor Embajador:

Tengo el honor de avisar recibo de su Nota No. 014, de fecha 12 de febrero de 1982, que dice lo siguiente:

"Excelencia:

Tengo el honor de referirme al Tratado del Canal de Panamá de 1977, al Acuerdo para la Ejecución del Artículo III del Tratado y a las conversaciones entre los representantes de nuestros dos Gobiernos referentes al status de ciertas áreas puestas a disposición de los Estados Unidos de América para el manejo, funcionamiento y mantenimiento del Canal de Panamá en virtud de esos acuerdos.

El parágrafo 1(c) del Anexo A del Acuerdo para la Ejecución del Artículo III del Tratado del Canal de Panamá de 1977 dispone que:

"(c) Las siguientes áreas cesarán de ser parte de las áreas para el funcionamiento del Canal a los cinco años de la entrada en vigencia de este acuerdo:

(i) El área de depósito de Mount Hope, y

(ii) El área de transporte motorizado de Mount

Su Excelencia
Ambler H. Moss Jr.,
Embajador de los Estados Unidos
de América
Ciudad.

Hope. Para los fines de esta disposición, el área de depósito de Mount Hope está identificada en el mapa anexo a este documento como Adjunto No. 2, SK-529-25-14-A, de la manera indicada en la leyenda del mismo, y el área de transporte motorizado de Mount Hope está identificada en el mapa anexo a este documento como Adjunto No. 3, SK-529-25-13-A, de la manera indicada en la leyenda del mismo."

Los representantes del Gobierno de los Estados Unidos han solicitado, para el eficiente manejo, funcionamiento y mantenimiento del Canal, continuar usando el área de transporte motorizado de Mount Hope después del período de cinco años subsiguiente a la entrada en vigencia de dicho Tratado. También, después de considerar las solicitudes de los representantes del Gobierno de Vuestra Excelencia, el Gobierno de los Estados Unidos ha decidido que no necesitará más, y que antes del 1° de octubre de 1984 puede poner a disposición de la República de Panamá, el área de depósito de Mount Hope. Además, y consistente con estas peticiones, los Estados Unidos han adquirido el Edificio 8153 en el área de vivienda de Margarita con el propósito de reubicar la Oficina del Sector Atlántico del Departamento de Tesorería de la Comisión del Canal de Panamá, que estaba en el área de depósito de Mount Hope.

Para poder satisfacer las solicitudes arriba mencionadas, tengo el honor de proponer el siguiente acuerdo, conforme al parágrafo 6 del Artículo III del Acuerdo para la

Ejecución del Artículo III del Tratado, y al Anexo A del Acuerdo:

Primero: El área de depósito de Mount Hope (con la excepción de la Estación de Bomberos --Edificio 7029) dejará de formar parte de las áreas de funcionamiento del Canal y se transferirá al Gobierno de la República de Panamá.

Segundo: En vista de las solicitudes de la Comisión del Canal de Panamá, la República de Panamá permitirá al Gobierno de los Estados Unidos de América el uso del área de transporte motorizado de Mount Hope hasta el 1° de octubre de 1989, con sujeción a los mismos términos y condiciones existentes antes del 1° de octubre de 1984. Por lo tanto, esta área continuará siendo un área de funcionamiento del Canal hasta el 1° de octubre de 1989, o en una fecha anterior si se satisfacen las necesidades de la Comisión del Canal de Panamá.

Tercero: De acuerdo con el parágrafo 3(j) del Anexo A del Acuerdo, el Gobierno de la República de Panamá garantizará a los Estados Unidos de América el libre acceso a las siguientes instalaciones eléctricas y de comunicación pertenecientes a la Comisión del Canal de Panamá y a las Fuerzas Armadas de los Estados Unidos de América, que estaban ubicadas en el área de depósito de Mount Hope señaladas en el plano SK-529-223 adjunto a esta Nota.

(I) Cámara de Inspección B4B2

(II) La línea del ducto fuera del área cercada y las cámaras de inspección que van con ésta.

(III) El cable subterráneo y la línea del ducto dentro del área cercada y las cámaras de inspección que van con éstos.

(IV) La caseta del transformador.

(V) El cable subterráneo en el ducto.

Cuarto: La Comisión del Canal de Panamá puede ocupar el Edificio 8153 en Margarita hasta que termine el Tratado del Canal de Panamá de 1977, como la Oficina del Sector Atlántico del Departamento de Tesorería de la Comisión del Canal de Panamá. Este edificio será un área de funcionamiento del Canal hasta la terminación del Tratado o hasta una fecha anterior si la Comisión deja de usarlo.

Si las propuestas anteriores son aceptables al Gobierno de la República de Panamá, tengo el honor de sugerir que esta Nota y la respuesta afirmativa de Vuestra Excelencia a la misma constituyan un acuerdo entre nuestros dos Gobiernos concerniente a estos asuntos, el cual entrará en vigencia la fecha en que Vuestra Excelencia envíe la respuesta.

Acepte, Excelencia, las renovadas seguridades de mi más alta y distinguida consideración.

Ambler H. Moss".

Respecto a la propuesta de acuerdo que formula Su Excelencia en la citada Nota No. 014, de 12 de febrero de 1982,

deseo manifestarle que mi Gobierno estima conveniente hacer las aclaraciones que a continuación se expresan.

En cuanto a la transferencia del área del depósito de Mount Hope, a que se refiere el punto identificado como "Primero", que la referida área será transferida a la República de Panamá el día lunes diez (10) de mayo de 1982.

Sobre el punto "Segundo" que queda entendido que el Gobierno de Vuestra Excelencia hará todos los esfuerzos a su alcance, dentro del período de prórroga de cinco (5) años, para que tan pronto como sea posible, se lleve a efecto la reubicación de las actividades de la Comisión del Canal de Panamá en el área de transporte motorizado de Mount Hope y la reversión de dicha área a la República de Panamá.

Que la aceptación del Gobierno de la República de Panamá al punto "Cuarto", relativo a la ocupación por la Comisión del Canal de Panamá del edificio 8153 en Margarita, para ser utilizado hasta que termine el Tratado del Canal de Panamá de 1977, como la Oficina del Sector Atlántico del Departamento de Tesorería de la Comisión del Canal de Panamá; teniendo, por consiguiente, un tratamiento equivalente al de un área de funcionamiento del Canal, sólo es posible bajo el entendimiento de que el aludido Edificio 8153 queda sujeto a las disposiciones del parágrafo 1 del Artículo XIII del Tratado del Canal de Panamá de 1977.

De igual manera, mi Gobierno considera necesario precisar al Ilustrado Gobierno de Vuestra Excelencia que la adquisición por la Comisión del Canal de Panamá de esa mejora

de una persona privada, construída sobre un terreno del Estado panameño y sujeta al régimen de licencia de uso de tierras, debió estar supeditada a un trámite de autorización previa por parte de la República de Panamá. Por consiguiente, queda entendido que tal adquisición no constituye ni deberá ser considerada como precedente para el futuro, por lo que seguirá siendo potestad de la República de Panamá el autorizar o no transacciones similares.

Tengo el honor de confirmar a Vuestra Excelencia que con las aclaraciones y precisiones expresadas, mi Gobierno acepta los términos de la nota transcrita y que, por lo tanto, acepta también que ella y la presente respuesta a la misma constituyan un acuerdo entre nuestros dos Gobiernos, que entrará en vigor en esta fecha.

Aprovecho la oportunidad para reiterar a Vuestra Excelencia las seguridades de mi más alta y distinguida consideración.

JOSE M. CABRERA JOVANE,
Ministro Encargado de Relaciones Exteriores

TRANSLATION

Republic of Panama

Office of the Minister of Foreign Relations
No. 109

Panama City, May 7, 1982

Mr. Ambassador:

I have the honor to acknowledge receipt of your note No. 014 of February 21, 1982, which reads as follows:

[For the English language text, see pp. 2-5.]

With respect to the agreement proposed by Your Excellency in the aforementioned note No. 014 of February 12, 1982, I wish to inform you that my government would like to offer the following clarifications.

Regarding the transfer of the Mount Hope warehouse area referred to in the paragraph identified as "First," that area will be transferred to the Republic of Panama on Monday, May 10, 1982.

With respect to the paragraph identified as "Second," it is understood that Your Excellency's government will do everything in its power, within the five-year extension period, to ensure that, as soon as possible, the activities of the Panama Canal Commission in the Mount Hope motor transportation area are relocated and said

area transfers to the Republic of Panama.

Regarding the "Fourth" paragraph on the occupancy by the Panama Canal Commission of Building 8152 in Margarita as the Panama Canal Commission's Treasury Branch Atlantic Office until termination of the Panama Canal Treaty of 1977, with, consequently, treatment equivalent to that of a Canal operating area, acceptance of this paragraph by the Republic of Panama is possible only on the understanding that the aforementioned Building 8152 remains subject to the provisions of Article XIII(1) of the Panama Canal Treaty of 1977.

My government would also like to point out to Your Excellency's government that the acquisition by the Panama Canal Commission of that improvement by a private individual, built on land belonging to the Panamanian state, and subject to the system of land use permits, should have received prior authorization from the Republic of Panama. It is understood, therefore, that such acquisition does not constitute nor shall be considered as a precedent, and the Republic of Panama remains empowered to authorize or refuse to authorize similar transactions.

I have the honor to confirm to Your Excellency that with the clarifications set forth above, my government concurs in the terms of the note transcribed above and, consequently, agrees that it

and this reply thereto shall constitute an agreement between our two governments that shall enter into force on today's date.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest consideration.

Jose Cabrera J.

Jose M. Cabrera Jovane
Acting Minister of Foreign Relations

His Excellency
Ambler H, Moss Jr.,
Ambassador of the United States
of America,
Panama.

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FINANCE

Consolidation and Rescheduling of Certain Debts

Agreement Between the
UNITED STATES OF AMERICA
and SENEGAL

Signed at Dakar August 26, 1982

59.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89-497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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Washington, D.C. 20402

SENEGAL

Finance: Consolidation and Rescheduling of Certain Debts

Agreement signed at Dakar August 26, 1982;
Entered into force October 25, 1982.

AGREEMENT BETWEEN

THE UNITED STATES OF AMERICA

AND THE REPUBLIC OF SENEGAL

REGARDING THE CONSOLIDATION AND RESCHEDULING

OF

CERTAIN DEBTS OWED TO OR GUARANTEED

BY THE UNITED STATES GOVERNMENT AND ITS

AGENCIES

The United States of America (the "United States") and the Republic of Senegal ("Senegal") agree as follows:

ARTICLE I

Application of the Agreement

1. In accordance with the recommendations contained in the Agreed Minute on the Consolidation of Senegal's Debts, signed at Paris on October 13, 1981 by representatives of certain nations, including the United States, and agreed to by the representative of Senegal, hereinafter referred to as the "Minute", and annexed hereto as Annex D, the United States and Senegal hereby agree to consolidate and reschedule certain Sengegalese payments with respect to debts which are owed to, guaranteed by or insured by the United States Government or its agencies, as provided for in this Agreement.
2. This Agreement shall be implemented by three separate agreements (the "Implementing Agreements"), between Senegal and each of the following United States agencies: The Agency for International Development, the Export-Import Bank of the United States and the Department of Defense. The Department of Defense will include in its implementing Agreement amounts which it will pay the Federal Financing Bank pursuant to contracts of guaranty covering contracts between the Federal Financing Bank and Senegal.

ARTICLE II

Definitions

1. "Contracts" means those agreements or other financial arrangements, listed in Annex A, which have maturities originally falling due during the Consolidation Period and which relate to:
   (a) Commercial credits extended to the Government of Senegal or covered by its guarantees, guaranteed by the United States or its Agencies, which credits had original maturities of more than one year and which were extended pursuant to an agreement concluded before July 1, 1981.
   (b) Loans from the United States or its Agencies to the Government of Senegal or covered by its guarantee, which loans had original maturities of more than one year and which were extended pursuant to an agreement concluded before July 1, 1981.
2. "Debt" means the sum of principal, interest and fees with respect to the Contracts falling due during the consolidation period and not yet paid.
3. "Consolidated Debt" means eighty-five percent of the United States dollar amount of the Debt. "Non-consolidated Debt" means the remaining fifteen percent of the Debt.

4. "Consolidation Period" means the period from July 1, 1981 through June 30, 1982.
5. "Interest" means interest on Debt due and payable in accordance with the terms of this Agreement and on any due and unpaid installments of Interest accruing thereon. Interest shall begin to accrue at the rate set forth in this Agreement on the respective due dates specified in each of the Contracts for each scheduled payment of Debt and shall continue to accrue on the outstanding balance of the Debt, including any due but unpaid installments of Debt, until such outstanding balances are repaid in full. Interest shall also begin to accrue at the rate set forth in this Agreement on due but unpaid installments of Interest, on the respective due dates for such Interest installments, as established by this Agreement, and shall continue to accrue until such amounts are repaid in full.
6. "Agency" means: the United States Agency for International Development, the Export-Import Bank of the United States and the United States Department of Defense.

ARTICLE III

Terms and Conditions of Payment

1. Senegal agrees to repay the Consolidated Debt in United States dollars in accordance with the following terms and conditions:

   (a) The Consolidated Debt relating to Debt which amounts to approximately $4.2 million shall be repaid in ten equal and consecutive semi-annual installments of approximately $420,000 plus Interest. Principal payments are payable on each June 30 and December 31 commencing on June 30, 1986 with the final installment payable on December 31, 1990.

   (b) The rate of Interest on Consolidated Debt and on any due but unpaid Interest thereon shall be 7.25 percent per calendar year on the outstanding balance of such payments due to the Agency for International Development pursuant to loan number 685-HG-001, and 0.75 percent per calendar year on the outstanding balance of such payments due to the Agency for International Development pursuant to loan number 685-G-001, and 8.3 percent per calendar year on the outstanding balance of such payments due to or guaranteed by the Department of Defense. For the Export-Import Bank of the United States, the rate of Interest on Consolidated Debt and on any due but unpaid Interest thereon shall be determined on a semi-annual basis and will be related to the marginal cost of money to the Bank as determined by the Bank prior to the beginning of each six month period. For Interest accruing in 1981, the annual rate shall be 13.625 percent per annum. For Inter-

est accruing in the first six months of 1982 and in each subsequent six month period, the Export-Import Bank of the United States shall notify Senegal of the appropriate rate prior to the beginning of such six month period. All interest payable with respect to the Consolidated Debt shall be payable semi-annually on June 30 and December 31 of each year commencing on June 30, 1982.

(c) A table summarizing the amounts of the Consolidated Debt owed to the United States and its Agencies is attached hereto as Annex B.

2. Senegal agrees to pay the Non-consolidated Debt in United States dollars in accordance with the following terms and conditions:

(a) The Non-consolidated Debt which amounts to approximately $740 thousand shall be repaid in three equal annual payments of approximately $247 thousand, plus interest, the first payment to be made on June 30, 1983, and the following payments to be made respectively on June 30, 1984 and June 30, 1985.

(b) The rate of Interest on Non-consolidated Debt and on any due but unpaid Interest accruing thereon shall be 7.25 percent per calendar year on the outstanding balance of such payments due to the Agency for International Development pursuant to loan number 685–HG–001, and 0.75 percent per calendar year on the outstanding balance of such payments due to the Agency for International Development pursuant to loan number 685–G–001, and 8.3 percent per calendar year on the outstanding balance of such payments due to or guaranteed by the Department of Defense. For the Export-Import Bank of the United States, the rate of Interest on Non-consolidated Debt and on any due but unpaid interest thereon shall be determined on a semi-annual basis and will be related to the marginal cost of money to the Bank as determined by the Bank prior to the beginning of each six month period. For Interest accruing in 1981, the annual rate shall be 13.625 percent per annum. For Interest accruing in the first six months of 1982 and in each subsequent six month period, the Export-Import Bank of the United States shall notify Senegal of the appropriate rate prior to the beginning of such six month period. All interest payable with respect to the Non-consolidated Debt shall be payable semi-annually on June 30 and December 31 of each year commencing on June 30, 1982.

(c) A table summarizing the amounts of Non-consolidated Debt owed to the United States through Eximbank is attached hereto as Annex C.

3. It is understood that the adjustments may be made, as necessary, in the amounts of Consolidated and Non-consolidated Debt by the Implementing Agreements. In part, this may reflect disbursements on Debt during the Consolidation Period. Adjustments shall be made to the scheduled repayments commencing with the entry into force of this Agreement pursuant to this Agreement to reflect increased interest accrued and due during the Consolidation Period. It is further understood that the Government of Senegal will pay any "arrears" as of June 30, 1981 on Debt as soon as possible and in any case no later than June 30, 1982.

In addition, it is understood that the Export-Import Bank Credit 4914 is not to be included in the rescheduling and is deemed to be in arrears. Accordingly, the outstanding balance of this credit plus interest, amounting to a total of $2,619,580.09, is due and payable as soon as possible and in any case no later than June 30, 1982.

It is further understood that payments falling due during the consolidation period pursuant to AID Loan 685-G-001 shall be converted to and repaid in U.S. dollars at the exchange rate in effect at the U.S. Embassy on August 26, 1982, that is to say, 341 CFA per U.S. dollar.

ARTICLE IV

General Provisions

1. Senegal agrees to grant the United States, and its Agencies, and to any other creditor which is party to a Contract, treatment and terms no less favorable than that which may be accorded to any other creditor country or its agencies for the rescheduling or refinancing of debts covered by the Minute.

2. Except as they may be modified by this Agreement or the subsequent Implementing Agreements, all terms of the Contracts remain unchanged.

ARTICLE V

Entry Into Force

1. This Agreement shall enter into force for Debt upon receipt by Senegal of written notice from the United States Government that all necessary domestic legal requirements for entry into force of this Agreement have been fulfilled. [1]

DONE at Dakar, Senegal in duplicate, this 26th day of August 1982, in the English and French languages, each text being equally authentic.

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[1] Oct. 25, 1982. [Footnote added by the Department of State.]

FOR THE UNITED STATES OF AMERICA

C W Bray
Charles W. Bray, III
Ambassador

FOR THE REPUBLIC OF SENEGAL

M Seck
Monsieur Moustapha Seck
Ministre d'Etat pour l'Economie et des Finances

ANNEX A

Contracts Subject to Rescheduling

Agency for International Development

Loan Number

685-G-001

685-HG-001

Export-Import Bank

Loan Number:

G-10-319 6325
G-05-143
G-80-28

Department of Defense

Loan Agreements dated:

FFB #1 (771) September 29, 1977

ANNEX B

Summary of Consolidated Debt*

(millions of U.S. dollars)

	Payments Due 7/1/81—12/31/81	Payments Due 1/1/82—6/30/82
Agency for International Development	0.2	0.3
Export-Import Bank	1.5	1.0
Department of Defense	0.6	0.6
Total	2.3	1.9

*Data are rounded and subject to revision per Article III, Paragraph 3.

ANNEX C

Summary of Non-Consolidated Debt*

(millions of U.S. dollars)

	Payments Due 7/1/81—12/31/81	Payments Due 1/1/82—6/30/82
Agency for International Development		
Export-Import Bank	0.2	0.2
Department of Defense	0.1	0.1
Total	0.3	0.3

*Data are rounded and subject to revision per Article III, Paragraph 3.

ANNEX D

AGREED MINUTE ON THE CONSOLIDATION OF THE DEBT OF THE REPUBLIC OF SENEGAL

I. *Preamble*

1. The Representatives of the Governments of Belgium, Canada, Denmark, France, the Federal Republic of Germany, Italy, the Netherlands, Norway, Spain, Sweden, Switzerland, the United Kingdom, the United States of America, hereinafter referred to as "Participating Creditor Countries" met in Paris on October 12 and 13, 1981 with representatives of the Government of Senegal in order to examine the request for alleviation of that country's external debt service obligation. Observers of the Government of Japan, as well as of the International Monetary Fund, the International Bank for Reconstruction and Development, the Secretariat of the U.N.C.T.A.D., the African Bank of Development, the Commission of the European Communities and the Organisation for Economic Cooperation and Development also attended the meeting.

2. The Delegation of Senegal outlined the serious difficulties faced by their country and the strong determination of their Government to reduce the economic and financial imbalances and to reach the targets of the program underlying the stand-by arrangement with the International Monetary Fund.

3. The representatives of the International Monetary Fund described the economic situation of Senegal and the major elements of the program of adjustment undertaken by the Government of Senegal and supported by the stand-by arrangement with the International Monetary Fund approved by the Executive Board of the Fund on September 11, 1981. This arrangement, applying to the

period ending September 10, 1982, involves specific commitments in both the economic and financial fields.

4. The representatives of the Governments of the participating creditor countries took note of the measures of adjustment set forth in the economic and financial program undertaken by the Government of Senegal and stressed the importance they attach to the continuing and full implementation of this program, in particular the revitalization of the productive sector of the economy and the improvement of public finances and foreign exchange management.

II. *Recommendations on terms*

Mindful of the serious economic difficulties faced by the Government of Senegal, the representatives of the participating creditor countries agreed to recommend to their Governments or appropriate institutions that they provide, through rescheduling or refinancing, debt relief on the following terms:

1. *Debts concerned*

The debt service (the "debts") to which this reorganization will apply is that resulting from:

a) commercial credits guaranteed or insured by the Governments of the participating creditor countries or their appropriate institutions having an original maturity of more than one year and which were extended to the Government of Senegal or covered by its guarantee, pursuant to a contract or other financial arrangement concluded before July 1, 1981.

b) loans from Governments or appropriate institutions of the participating creditor countries having an original maturity of more than one year pursuant to an agreement concluded before July 1, 1981 extended to the Government of Senegal or covered by its guarantee.

This reorganization will not apply to the debts contracted by Air Afrique and by the "Agence pour la Sécurité de la Navigation Aérienne", which are guaranteed jointly by the Government of Senegal and other Governments.

2. *Terms of the consolidation*

The debt relief will apply as follows:

a) 85% of the amounts of principal and interest due from July 1, 1981 up to June 30, 1982 inclusive, and not paid on loans and credits mentioned in paragraph 1 above will be rescheduled or refinanced.

b) Repayment by the Government of Senegal of the corresponding sums will be made in 10 equal and successive semiannual payments, the first payment to be made on June 30, 1986 (end of the grace period) and the final payment to be made on December 31, 1990 (end of the repayment period).

c) The remaining 15% of principal and interest will be paid according to the following schedule:

5% on June 30, 1983
5% on June 30, 1984
5% on June 30, 1985.

3. *Rate of interest.*

The rate and the conditions of interest to be paid in respect of these financial arrangements will be determined bilaterally between the Government of Senegal and the Government or appropriate institutions of each participating creditor country.

Each creditor country is prepared to make its maximum effort to keep the rates of interest as low as possible taking into account the appropriate market rate and the legal and other modalities of each consolidation.

III. *General recommendations*

1. In order to secure comparable treatment of public and private external creditors on their debts, the representatives of the Government of Senegal stated that their Government will seek to secure from private external creditors, including banks, rescheduling, financing or refinancing arrangements on terms comparable to those set forth in this minute for credits of comparable maturity; making sure to avoid inequity between different categories of creditors.

2. The Government of Senegal will accord to each of the participating countries treatment no less favourable than that which it may accord to any other creditor country for the consolidation of debts of a comparable term.

3. The Government of Senegal undertakes to negotiate promptly rescheduling or refinancing arrangements with all other creditor countries on debts of a comparable term.

4. The provisions set forth in this minute do not apply to countries with respect to which debts falling due during the reorganization period are less than SDR 500,000. The payments owed to these countries should be made on the original due dates. Payments already due and not paid should be made not later than June 30, 1982.

5. The participating creditor countries, noting that any previous creditor country reservations on this issue would be respected, agree to make available, upon the request of another participating creditor country, a copy of its bilateral agreement with the Government of Senegal which implements this agreed minute. The Government of Senegal acknowledges this arrangement.

6. Each of the participating creditor countries agrees to indicate to the Chairman of this creditor group the date of the signature of its bilateral agreement, the interest rates and the amounts of debts involved. The Government of Senegal acknowledges this arrangement.

7. The Government of Senegal will keep the Chairman of this creditor group informed of the content of its bilateral agreements with all creditors mentioned in paragraphs 1, 2 and 3 above.

8. The Government of Senegal undertakes to pay all debt service not paid and owed to or guaranteed by the Governments of the participating creditor countries or their appropriate institutions, and not covered by this minute as soon as possible and in any case no later than June 30, 1982.

IV. *Implementation*

The detailed arrangements for the rescheduling or refinancing of the debts will be determined by bilateral agreements to be concluded by the Government of each participating creditor country with the Government of Senegal on the basis of the following principles:

1. The Government of each participating creditor country will:

refinance debts by placing new funds at the disposal of the Government of Senegal at the same time and for the above mentioned percentage of payments on the debts due under existing payment schedules during the reorganization period, or

reschedule the corresponding payments.

2. All other matters involving the rescheduling or the refinancing of the debts will be set forth in the bilateral agreements which the Government of Senegal and the Governments of the participating creditor countries will seek to conclude with the least delay and as far as possible before the end of February, 1982.

3. The provisions of the present agreement will apply under the condition that the Republic of Senegal continues to be authorized to make purchases under the arrangement from the Fund. For this purpose, the Government of Senegal agrees that the Fund informs the Chairman of this creditor group regarding the status of Senegal's relations with the Fund.

4. In response to the request of the representatives of the Government of the Republic of Senegal, the participating creditor countries agreed in principle to consider subsequently the matter of Senegal debt service payment falling due after June 30, 1982 provided:

that Senegal continues to have an arrangement with the International Monetary Fund involving use of the Fund's resources, subject to upper tranche conditionality.

and that Senegal has reached with banks and other creditors effective arrangements meeting the conditions described in the section III paragraph 1, 2 and 3 above.

5. The representatives of the Governments of each of the participating countries and of the Government of Senegal agreed to recommend to their respective Governments or appropriate institutions that they initiate bilateral negotiations at the earliest opportunity and conduct them on the basis of the principles set forth herein.

DONE in Paris, this 13th day of October 1981, in two versions, English and French both texts equally authentic.

The Chairman of the
Paris Club

Delegation of Belgium

Delegation of Canada

Delegation of Denmark

Delegation of France

Delegation of the Federal
Republic of Germany

Delegation of Italy

The Chairman of the Senegal
Delegation

Delegation of the Netherlands

Delegation of Norway

Delegation of Spain

Delegation of Sweden

Delegation of Switzerland

Delegation of the United
Kingdom

Delegation of the United
States of America

13

ACCORD ENTRE
LES ETATS-UNIS D'AMERIQUE
ET LA REPUBLIQUE DU SENEGAL
CONCERNANT LA CONSOLIDATION ET LE
REECHELONNEMENT
DE CERTAINES DETTES DUES AU GOUVERNEMENT DES
ETATS-UNIS
ET A SES INSTITUTIONS, OU GARANTIES OU ASSUREES
PAR LE
GOUVERNEMENT DES ETATS-UNIS ET SES INSTITUTIONS

Les Etats-Unis d'Amérique (les "Etats-Unis") et la République du Sénégal (le "Sénégal") sont convenus de ce qui suit:

ARTICLE PREMIER

Application de l'Accord

1. Conformément aux recommendations figurant au Procès-Verbal agréé sur la Consolidation des Dettes du Sénégal, ci-après dénommé le "Procès-verbal" et joint aux présentes à l'Annexe D, signé à Paris le 13 octobre 1981 par les représentants de certains pays, y compris Etats-Unis, et agréé par le représentant du Sénégal, les Etats-Unis et le Sénégal conviennent par les présentes de consolider et de rééchelonner certains paiements sénégalais relatifs aux dettes contractées envers le Gouvernement des Etats-Unis ou ses institutions, ou garanties ou assurées par le Gouvernement des Etats-Unis ou ses institutions, comme prévu aux termes du présent Accord.
2. Le présent Accord sera exécuté par voie de trois accords distincts (les "Accords d'exécution") conclus entre le Sénégal et chacune des institutions américaines ci-après: l'Agence pour le Développement international, l'Export-Import Bank of the United States et le Ministère de la Défense. Dans son Accord d'exécution, le Ministère de la Défense fera figurer les montants qu'il paiera à la Federal Financing Bank (banque fédérale de financement) conformément aux contrats de garantie couvrant les contrats entre la Federal Financing Bank et le Sénégal.

ARTICLE II

Définitions

1. Le terme "Contrats" signifie les accords ou autres arrangements financiers dont la liste figure à l'Annexe A, dont les échéances fixées à l'origine tombent dans la période de consolidation et qui portent sur:
   a) des crédits commerciaux accordés au Gouvernement du Sénégal ou couverts par sa garantie, lesdits crédits commerciaux étant garantis par les Etats-Unis ou par ses institutions, comportant, à l'origine, des échéances de plus d'un an et étant consentis conformément à un accord conclu avant le 1er juillet 1981.
   b) des prêts consentis par les Etats-Unis ou leurs institutions au Gouvernement du Sénégal ou couverts par sa garantie, lesquels avaient, à l'origine, des échéances de plus d'un an et étaient consentis conformément à un accord conclu avant le 1er juillet 1981.

2. Le terme "Dette" signifie la somme du principal, des intérêts et des redevances liés aux Contrats arrivant à échéance pendant la période de consolidation et non encore réglés.
3. L'expression "Dette consolidée" se rapporte à quatre-vingt cinq pour cent du montant de la Dette en dollars des Etats-Unis. L'expression "Dette non consolidée" se rapporte au reliquat de quinze pour cent de la Dette.
4. L'expression "Période de consolidation" designe la période du 1er juillet 1981 au 30 juin 1982 inclusivement.
5. Le terme "Intérêts" signifie les intérêts sur la Dette, dus et exigibles conformément aux conditions du présent Accord, et sur toutes les tranches de règlement dues mais non réglées des Intérêts courus sur ladite Dette. Les Intérêts commenceront à courir au taux stipulé dans le présent Accord à compter des dates respectives d'échéance stipulées dans chacun des Contrats pour chaque paiement prévu de la Dette et continueront à courir sur l'encours de la Dette, y compris toutes les tranches de remboursement de la Dette arrivées à échéance mais non réglées, jusqu'à ce que lesdits soldes restant dus soient intégralement réglés. Les Intérêts commenceront également à courir au taux stipulé dans le présent Accord sur les tranches d'intérêt arrivées à échéance mais non encore réglées, aux dates d'échéance respectives desdites tranches d'intérêt, tel qu'arrêté par le présent Accord, et continueront à courir jusqu'à ce que lesdits montants soient remboursés intégralement.
6. Le terme "Institution" désigne l'Agence des Etats-Unis pour le Développement international, l'Export-Import Bank of the United States et le Ministère de la Défense des Etats-Unis.

ARTICLE III

Modalités et conditions de paiement

1. Le Sénégal convient de rembourser la Dette consolidée en dollars des Etats-Unis conformément aux modalités et conditions suivantes:

   a) La Dette consolidée afférente à la Dette, s'élevant à environ 4,2 millions de dollars, sera remboursée en dix tranches semestrielles égales et consécutives d'environ 420,000 dollars, intérêts en sus. Les paiements du principal seront exigibles le 30 juin et le 31 décembre de chaque année, à partir du 30 juin 1986, la dernière tranche étant exigible le 31 décembre 1990.

   b) Le taux d'intérêt sur la Dette consolidée et sur tous les Intérêts de ladite Dette consolidée arrivés à échéance mais non réglés sera de 7,25 pour cent par année civile sur le solde non réglé desdits paiements dus à l'Agence pour le Développement international, conformément au prêt No. 685-HG-001, et 0,75 pour cent par année sur le solde non

réglé desdits paiements dus à l'Agence pour le Développement international conformément au prêt No. 685-G-001, et de 8,3 pour cent par année civile sur le solde non réglé desdits paiements dus au Ministère de la Défense ou garantis par lui. En ce qui concerne l'Export-Import Bank of the United States, le taux d'intérêt sur la Dette consolidée et sur tous les intérêts dus mais non réglés de ladite Dette consolidée sera fixé semestriellement en fonction du coût marginal de l'argent imputable à la Banque, tel que stipulé par la Banque préalablement au commencement de chaque période de six mois. Pour les intérêts courant en 1981, le taux annuel sera de 13,625 pour cent. Pour les intérêts courant dans les premie six mois de 1982 et dans chaque période ultérieure de six mois, l'Export-Import Bank of the United States devra informer le Sénégal du taux approprié préalablement au commencement de ladite période de six mois. Tous les intérêts payables en ce qui concerne la Dette consolidée seront payables semestriellement le 30 juin et le 31 décembre de chaque année à partir du 30 juin 1982.

c) Un tableau récapitulatif des montants de la Dette consolidée due aux Etats-Unis et à leurs institutions figure à l'Annexe B aux présentes.

2. Le Sénégal accepte de régler la Dette non consolidée en dollars des Etats-Unis conformément aux modalités et conditions suivantes:

a) La Dette non consolidée s'élevant à environ 740,000 dollars sera remboursée en trois paiements annuels égaux d'environ 247,000 dollars, intérêts en sus, le premier paiement devant être fait le 30 juin 1983 et les paiements suivants étant faits le 30 juin 1984 et le 30 juin 1985.

b) Le taux d'intérêt sur la Dette non consolidée et sur tous les intérêts de ladite Dette non consolidée arrivés à échéance mais non réglés, sera de 7,25 pour cent par année civile sur le solde non réglé desdits paiements dus à l'Agence pour le Développement international, conformément au prêt No. 685-HG-001, et 0,75 pour cent par année sur le solde non réglé desdits paiements dus à l'Agence pour le Développement international conformément au prêt No. 685-G-001, et de 8,3 pour cent par année civile sur le solde non réglé desdits paiements dus au Ministère de la Défense ou garantis par lui. En ce qui concerne l'Export-Import Bank of the United States, le taux d'intérêt sur la Dette non consolidée et sur tous les intérêts dus mais non réglés de ladite Dette on consolidée sera fixé semestriellement en fonction du coût marginal de l'argent imputable à la Banque, tel que fixé par la Banque préalablement au commencement de chaque période de six mois. Pour les intérêts courant en 1981, le taux annuel sera de 13,625 pour

cent. Pour les intérêts courant dans les premiers six mois de 1982 et dans chaque période ultérieure de six mois, l'Export-Import Bank of the United States devra informer le Sénégal du taux approprié préalablement au commencement de ladite période de six mois. Tous les intérêts payables en ce qui concerne la Dette non consolidée seront payables semestriellement le 30 juin et le 31 décembre de chaque année à partir du 30 juin 1982.

c) Un tableau récapitulatif des montants de la Dette non consolidée due aux Etats-Unis par l'intermédiaire de l'Eximbank figure à l'Annexe C aux présentes.

3. Il est entendu que des ajustements peuvent être apportés, le cas échéant, aux montants de la Dette consolidée et de la Dette non consolidée, par les Accords d'exécution. Ceci peut, en partie, tenir compte des prêts relatifs à la Dette pendant la Période de consolidation. Les ajustements devront être apportés aux remboursements prévus à partir de l'entrée en vigueur du présent Accord conformément au présent Accord pour traduire les intérêts accrus, courus et dus, pendant la Période de consolidation. Il est, de plus, convenu que le Gouvernement du Sénégal réglera à compter du 30 juin 1981, tous arriérés de paiement de la Dette dans les plus brefs délais possibles et en tout état de cause le 30 juin 1982 au plus tard. En outre, il est entendu que le Crédit 4914 de l'Export-Import Bank ne doit pas être compris dans le rééchéonnement et qu'il doit être considéré comme un arriéré. En conséquence, le solde restant dû sur ledit crédit, intérêts en sus, d'un montant total de 2 619 580,09 dollars est dû et payable dans les plus brefs délais possibles et en tout état de cause le 30 juin 1982 au plus tard.

Il est également convenu que, conformément aux termes du prêt AID 685-G-001, les paiements seront convertis et remboursés en dollars U.S. au taux de change en vigueur à l'Ambassade Américaine le jeudi 26 août 1982, c'est-à-dire 341 CFA par dollar U.S.

ARTICLE IV

Dispositions Generales

1. Le Sénégal convient d'accorder aux Etats-Unis et à leurs institutions, ainsi qu'à tout autre créancier qui est partie à un Contrat, un traitement et des conditions non moins favorables que ceux qui seraient accordés à tout autre pays créancier ou à ses organismes pour le rééchelonnement ou le refinancement des dettes couvertes par le Procès-verbal.

2. Sauf dans la mesure où elles peuvent être modifiées par le présent Accord ou par les Accords d'exécution ultérieurs, toutes les conditions des Contrats demeurent inchangées.

ARTICLE V

Entrée en vigueur

1. Le présent Accord entrera en vigueur en ce qui concerne la Dette dès réception par le Sénégal d'une notification écrite du Gouvernement des Etats-Unis l'avisant que toutes les conditions nationales d'ordre juridique requises pour l'entrée en vigueur du présent Accord ont été remplies.

Fait à Dakar, en double exemplaire, ce 26 jour de août 1982, en anglais et en français, chaque texte faisant également foi.

POUR LES ESATS-UNIS D'AMERIQUE	POUR LA REPUBLIQUE DU SENEGAL
C W Bray	M Seck
Charles W. Bray *Ambassador*	Monsieur Moustapha Seck *Ministre d'Etat pour* *l'Economie et des Finances*

ANNEXE A

Contrats sujets à rééchelonnement

Agence pour le Développement International

Numéro de prêt

685-HG-001

685-G-001

Export-Import Bank

Numéros de prêts:

G-10-319 6325
G-05-143
G-80-28

Ministère de la Défense

Accords de prêt:

FFB No. 1 (771) en date du 29 septembre 1977

ANNEXE B

Récapitulatif de la Dette consolidée*

(en millions de dollars des Etats-Unis)

	Paiements venant à échéance entre le 1/7/81 et le 31/12/81	Paiements venant à échéance entre le 1/1/82 et le 30/6/82
Agence pour le Développement International	0,2	0,3
Export-Import Bank	1,5	1,0
Ministère de la Défense	0,6	0,6
Total	2,3	1,9

* Les chiffres ont été arrondis et sont sujets à révision aux termes du paragraphe 3 de l'Article III.

ANNEXE C

Récapitulatif de la Dette non consolidée*

(en millions de dollars des Etats-Unis)

	Paiements venant à échéance entre le 1/7/81 et le 31/12/81	Paiements venant à échéance entre le 1/1/82 et le 30/6/82
Agence pour le Développement International		
Export-Import Bank	0,2	0,2
Ministère de la Défense	0,1	0,1
Total	0,3	0,3

* Les chiffres ont été arrondis et sont sujets à révision aux termes du paragraphe 3 de l'Article III.

ANNEX D

PROCES-VERBAL ACREE RELATIF A LA CONSOLIDATION DE LA DETTE DE LA REPUBLIQUE DU SENEGAL.

I.—*Preambule*

1. Les représentants des Gouvernements de la République Fédérale d'Allemagne, de la Belgique, du Canada, du Danemark, de l'Espagne, des Etats-Unis d'Amérique, de la France, de l'Italie, de la Norvège, des Pays-Bas, du Royaume-Uni, de la Suède et de la

Suisse et ci-après désignés "pays créanciers participants" se sont réunis à Paris les 12 et 13 octobre 1981 avec les représentants du Gouvernement de la République du Sénégal pour examiner la demande d'un allègement du service de la dette extérieure de ce pays. Des observateurs du Japon ainsi que du Fonds Monétaire International, de la Banque Internationale pour la Reconstruction et la Développement, du Secrétariat de la ONUCED, de la Banque Africaine de Développement, de la Commission des Communautés Européennes et de l'Organisation de Coopération et de Développement Economique ont également assisté à la réunion.

2. La délégation Sénégalaise a souligné les graves difficultés que connait son pays dans les domaines économique et financier et la ferme détermination de son Gouvernement à résorber les déséquilibres économiques et financiers et à atteindre les objectifs définis par le programme qui sous-tend l'accord de confirmation conclu avec le Fonds Monétaire International.

3. Les représentants du Fonds Monétaire International ont décrit la situation économique du Sénégal ainsi que les principaux éléments du programme d'ajustement mis en oeuvre par le Gouvernement Sénégalais et appuyé par l'accord de confirmation avec le Fonds Monétaire International qui a-été approuvé par le Conseil d'administration le 11 septembre 1981. Cet accord, prévu pour la période s'étendant jusqu'au 10 septembre 1982 implique des engagements précis à la fois dans le domaine économique et dans le domaine financier.

4. Les représentants des pays créanciers participants ont pris note des mesures de redressement incluses dans le programme économique et financier entrepris par le Gouvernement Sénégalais et ont souligné l'importance qu'ils attachent à sa réalisation régulière et totale et en particulier à la revitalisation du secteur productif de l'économie et à l'amélioration de la gestion des finances publiques et des ressources en devises.

II.—*Recommendations relatives aux termes du reamenagement*

Conscients des graves difficultés de paiements rencontrées par la République du Sénégal, les représentants des pays créanciers participants sont convenus de recommander à leurs Gouvernements ou Institutions appropriées de procéder à un allègement de la dette de la République du Sénégal au moyen d'un rééchelonnement on d'un refinancement, dans les termes suivants:

1. *Définition des dettes concernées.*

Les dettes dont le service est pris en considération pour l'application de ce réaménagement, sont:

a) les crédits commerciaux, comportant initialement une durée de crédit supérieure à 1 an, garantis ou assurés par les gouvernements ou les organismes appropriés des pays participants, ayant fait l'objet d'un contrat ou de toute autre forme d'arrangement financier conclu avant le 1er juillet 1981, ac-

cordés au Gouvernement du Sénégal ou bénéficiant de sa garantie.

b) les prêts gouvernementaux ou des organismes appropriés des pays créanciers participants, comportant initialement une durée de crédit supérieure à 1 an, conclus avant le 1er juillet 1981, accordés au Gouvernement du Sénégal ou bénéficiant de sa garantie.

Ce réaménagement ne s'applique pas aux dettes contractées par Air Afrique et par l'Agence pour la Sécurité de la Navigation Aérienne garanties par le Gouvernement du Sénégal conjointement avec d'autres Gouvernements.

2. *Termes de la consolidation*

L'allègement de la dette s'appliquera sur les bases ci-dessous:

a) 85% des montants en principal et en intérêts payables du 1er juillet 1981 au 30 juin 1982 inclus, et non réglés sur les prêts et les crédits mentionnés au paragraphe 1 ci-dessus seront rééchelonnés ou refinancés.

b) le remboursement par la République du Sénégal des sommes correspondantes sera effectué en 10 versements semestriels égaux et successifs, le premier intervenant le 30 juin 1986 (fin de la période de grâce) et le dernier le 31 décembre 1990 (fin de la période de remboursement).

c) le paiement des 15% restant dûs en principal et intérêts sera effectué en trois versements selon l'échéancier suivant:

5% le 30 Juin 1983,
5% le 30 Juin 1984,
5% le 30 Juin 1985.

3. *Taux d'interêt*

Le taux et les conditions de l'intérêt à verser au titre de ces facilités financières seront fixés bilatéralement entre la Gouvernement de la République du Sénégal et le Gouvernement ou les organismes appropriés de chacun des pays créanciers participants.

Chacun des pays créanciers est disposé à faire l'effort maximum pour maintenir les taux d'intérêt applicables le plus bas possible en tenant compte du taux approprié du marché et des modalités juridiques ou autres de chaque consolidation.

III.—*Recommandations generales*

1) Afin d'assurer un traitement comparable aux créanciers extérieurs publics et privés, la Délégation Sénégalaise a indiqué que son Gouvernement s'engage à chercher à obtenir de ses créanciers privés, y compris les banques, un financement ou un refinancement à des conditions semblables à celles qui ont été négociées, pour les crédits d'échéance comparable et couverts par le présent Procès-Verbal, et s'engage à n'établir aucune discrimination entre chaque catégorie de créanciers.

2) Le Gouvernement de la République du Sénégal accordera à chacun des pays participants un traitement qui ne sera pas moins

favorable que celui qu'il accordera éventuellement à tout autre pays créancier pour des dettes de terme comparable.

3) Le Gouvernement de la République du Sénégal s'engage à négocier dans les meilleurs délais des accords de rééchelonnement ou de refinancement avec tous les autres pays créanciers pour des dettes de terme comparable.

4) Les régles fixées au présent Procès-Verbal ne s'appliquent pas aux pays dont le total du montant des échéances en principal et intérêt dûes pendant la période de réaménagement est inférieur à 500.000 DTS. Les paiements dûs à ces pays continueront à être régis selon le calendrier originel. Les échéances dues et non réglées devront être payées le plus tôt possible et en tout cas avant le 30 juin 1982.

5) Les pays créanciers participants notant que touté réserve antérieure sur ce point sera respectée, sont convenus que chaque pays communiquera, à la demande de tout autre pays participant, une copie de son accord bilatéral avec le Gouvernement de la République du Sénégal. Le Gouvernement de la République du Sénégal prend acte de cette disposition.

6) Chaque pays participant accepte d'indiquer au Président de ce groupe de créanciers la date de la signature de son accord bilatéral, les taux d'intérêt pratiqués et les montants des dettes concernées. Le Gouvernement de la République du Sénégal prend acte de cette disposition.

7) Le Gouvernement de la République du Sénégal informera le Président de ce groupe de créanciers du contenu de ces accords bilatéraux avec tous les créanciers mentionnés aux paragraphes 1, 2 et 3 ci-dessus.

8) Le Gouvernement du Sénégal s'engage à payer les échéances dûes et non réglées au titre de prêts ou de crédits commerciaux accordés ou garantis par les Gouvernements ou les organismes appropriés des pays créanciers participants, et n'entrant pas dans le champ d'application du présent Procès-Verbal agréé le plus tôt possible et en tout cas avant le 30 juin 1982.

IV.—*Mise en oeuvre*

Les modalités du rééchelonnement ou du refinancement seront fixées dans des accords bilatéraux à conclure par chacun des pays créanciers avec le Gouvernement de la République du Sénégal sur la base des principes suivants:

1. Le Gouvernement de chaque pays créancier:

soit refinancera les dettes, par mise à la disposition du Gouvernement de la République du Sénégal à la même date et pour les pourcentages indiqués ci-dessus, de financements correspondants aux dettes dues selon les échéanciers couvrant la période de réaménagement,

soit rééchelonnera les échéances correspondantes.

2. Tous les autres points concernant le rééchelonnement ou le refinancement seront fixés dans les accords bilatéraux que le Gouver-

nement de la République du Sénégal et les Gouvernements des pays créanciers participants s'efforceront de conclure dans les meilleurs délais et autant que possible avant la fin du mois de février 1982.

3. Les dispositions du présent Accord s'appliqueront à la condition que le Gouvernement de la République du Sénégal continue d'être autorisé à faire des achats dans le cadre de l'accord conclu avec le Fonds. A cette fin, le Gouvernement de la République du Sénégal est d'accord pour que le Fonds informe le Président de ce groupe de créanciers de l'état des relations entre le Gouvernement de la République du Sénégal et le Fonds.

4. En réponse à la demande des représentants du Gouvernement du Sénégal les pays participants se sont déclarés d'accord en principe pour examiner ulté-rieurement le problème des échéances de la dette du Sénégal venant à échéance après le 1er juillet 1982, sous réserve:

que le Sénégal continue d'avoir un accord avec le Fonds Monétaire International qui implique l'utilisation des ressources du Fonds comportant des conditionnalités des tranches supérieures de crédit.

et que le Sénégal ait conclu avec les banques et les autres créanciers les accords effectifs répondant aux conditions prévues à la section III paragraphes 1, 2 et 3 ci-dessus.

5. Les représentants des pays créanciers participants et les représentants du Gouvernement de la République du Sénégal sont convenus de recommander à leurs Gouvernements ou institutions appropriées d'ouvrir dans les meilleurs délais les négociations bilatérales et de les conduire sur la base des principes énoncés ci-dessus.

Fait à Paris, ce jour le 13 octobre 1981 en deux versions en langue française et anglaise les deux textes faisant également foi.

Le Président du Club de Paris

Le Chef de la Délégation de la République du Sénégal

Délégation de la République Fédérale d'Allemagne

Délégation de la France

Délégation de la Belgique

Délégation de l'Italie

Délégation du Canada

Délégation de la Norvège

Délégation du Danemark

Délégation des Pays-Bas

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UNITED STATES OF AMERICA
and INDIA

Signed at New Delhi August 31, 1982

S9.10:

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INDIA

Economic Assistance: Maharashtra Social Forestry

Agreement signed at New Delhi August 31, 1982;
Entered into force August 31, 1982.

A.I.D. Loan No. 386-T-231

A.I.D. Project No. 386-0478

PROJECT LOAN AND GRANT AGREEMENT

Between

THE PRESIDENT OF INDIA

AND

THE UNITED STATES OF AMERICA

for

MAHARASHTRA SOCIAL FORESTRY

Dated: August 31, 1982

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[1] Not printed herein. The annex is deposited in the archives of the Department of State where it is available for reference.

A.I.D. Loan No. 386-T-231

A.I.D. Project No. 386-0478

Project Loan and Grant Agreement

Dated: August 31, 1982

Between

The President of India ("Cooperating Country")

And

The United States of America, acting through the Agency for International Development ("A.I.D.").

Article 1. The Agreement

The purpose of this Agreement is to set out the understandings of the parties named above ("Parties") with respect to the undertaking by the Cooperating Country of the Project described herein, and with respect to the financing of the Project by the Parties.

Article 2. The Project

SECTION 2.1. Definition of Project. The project, which is further described in Annex 1, will consist of (i) expansion and strengthening a social forestry extension organization and reforestation program in the state of Maharashtra to assist approximately 4,300 village panchayats spread over 27 districts in the state in managing the government,communal and private lands for increasing the supply of firewood,fodder,fruit and small timber and other forest products, (ii) establishment of an Information and Technology unit to assist the Maharashtra Horticulture and Social Forestry Department's extension efforts, and (iii) creation of nursery production and plantation management skills in village communities. Approximately 81,000 hectares of mixed

plantations adjacent to rural villages will be planted under the Project. Annex 1, attached, amplifies the definition of the Project contained in this Section 2.1. Within the limits of the definition of the Project in this Section 2.1, elements of the amplified description stated in Annex 1 may be changed by written agreement of the authorized representatives of the Parties named in Section 9.2, without formal amendment of this Agreement.

Article 3: Financing

SECTION 3.1. The Grant; The loan. To assist the Cooperating Country to meet the costs of carrying out the Project, A.I.D. pursuant to Foreign Assistance Act of 1961, as amended,[1] agrees to grant to the Cooperating Country not to exceed U.S. Dollars Five Million ($5,000,000) ("Grant") and lend the Cooperating Country under the terms of this Agreement not to exceed U.S. Dollars Twenty Five Million ($25,000,000) ("Loan"). The aggregate amount of disbursements under the Loan is referred to as "Principal". The Loan and the Grant together are referred to as the "Assistance". The Assistance may be used to finance foreign exchange costs, as defined in Section 7.1, and local currency costs, as defined in Section 7.2, of goods and services required for the Project.

SECTION 3.2. Cooperating Country Resources for the Project

(a) The Cooperating Country agrees to provide or cause to be provided for the Project all funds, in addition to the Assistance, and all other resources required to carry out the Project effectively and in a timely manner.

(b) The resources to be provided or caused to be provided by the Cooperating Country are estimated to be not less than the equivalent of Thirty Million U.S. Dollars ($30,000,000)including costs borne on an "in-kind" basis.

[1] 75 Stat. 424; 22 U.S.C. § 2151.

SECTION 3.3. Project Assistance Completion Date

(a) The "Project Assistance Completion Date" (PACD), which is September 30, 1990, or such other date as the Parties may agree to in writing, is the date by which the Parties estimate that all services financed under the Assistance will have been performed and all goods financed under the Assistance will have been furnished for the Project as contemplated in this Agreement.

(b) Except as A.I.D. may otherwise agree in writing, A.I.D. will not issue or approve documentation which would authorize disbursement of the Assistance for services performed subsequent to the PACD or for goods furnished for the Project, as contemplated in this Agreement, subsequent to the PACD.

(c) Requests for disbursement, accompanied by necessary supporting documentation prescribed in Project Implementation Letters, are to be received by A.I.D. or any bank described in Section 8.1 no later than nine (9) months following the PACD, or such other period as A.I.D. agrees to in writing. After such period, A.I.D., giving notice in writing to the Cooperating Country may at any time or times reduce the amount of the Assistance by all or any part thereof for which requests for disbursement, accompanied by necessary supporting documentation prescribed in Project Implementation Letters, were not received before the expiration of said period.

Article 4: Loan Terms

SECTION 4.1. Interest. The Cooperating Country will pay A.I.D. interest which will accrue at the rate of two percent (2%) per annum for ten years following date of the first disbursement of the Loan

hereunder and at the rate of three percent (3%) per annum thereafter on the outstanding balance of Principal and on any due and unpaid interest. Interest on the outstanding balance will accrue from the date (as defined in Section 8.5) of each respective disbursement of the Loan, and will be payable semiannually. The first payment of interest will be due and payable no later than six (6) months after the first disbursement of the Loan, on a date to be specified by A.I.D.

SECTION 4.2. Repayment. The Cooperating Country will pay to A.I.D. the Principal within forty (40) years from the date of the first disbursement of the Loan in sixty-one (61) approximately equal semi-annual instalments of Principal and interest. The first instalment of Principal will be payable nine and one-half (9-1/2) years after the date on which the first interest payment is due in accordance with Section 4.1. A.I.D. will provide the Cooperating Country with an amortization schedule in accordance with this Section after the final disbursement under the Loan.

SECTION 4.3. Application, Currency, and Place of Payment. All payments of interest and Principal hereunder will be made in U.S. Dollars and will be applied first to the payment of interest due and then to the repayment of Principal. Except as A.I.D. may otherwise specify in writing, payments will be made to the Controller, Office of Financial Management, Agency for International Development, Washington, D.C. 20523, U.S.A., and will be deemed made when received by the Office of Financial Management.

SECTION 4.4. Prepayment. Upon payment of all interest and any refunds then due, the Cooperating Country may prepay, without penalty, all or any part of the Principal. Unless A.I.D. otherwise agrees in writing, any such prepayment will be applied to the instalments of Principal in the inverse order of their maturity.

SECTION 4.5. Renegotiation of Terms.

(a) The Cooperating Country and A.I.D. agree to negotiate, at such time or times as either may request, an acceleration of the repayment of the Loan in the event that there is any significant and continuing improvement in the internal and external economic and financial position and prospects of India which enable the Cooperating Country to repay the Loan on a shorter schedule.

(b) Any request by either Party to the other to so negotiate will be made pursuant to Section 9.1, and will give the name and address of the person or persons who will represent the requesting Party in such negotiations.

(c) Within thirty (30) days after delivery of a request to negotiate, the requested Party will communicate to the other, pursuant to Section 9.1, the name and address of the person or persons who will represent the requested Party in such negotiations.

(d) The representatives of the Parties will meet to carry on negotiations no later than thirty (30) days after delivery of the requested Party's communication under sub-section (c). The negotiations will take place at a location mutually agreed upon by the representatives of the Parties.

SECTION 4.6. Termination on Full Payment. Upon payment in full of the Principal and any accrued interest, this Agreement and all obligations of the Parties hereunder will terminate, except with respect to any obligations arising out of the expenditure of Grant funds.

Article 5: Conditions Precedent to Disbursement

SECTION 5.1. First Disbursement. Prior to the first disbursement of the Assistance, or to the issuance by A.I.D. of documentation pursuant to which disbursement will be made, the Cooperating Country will, except as A.I.D. may otherwise agree in writing, furnish to A.I.D. in form and substance satisfactory to A.I.D.:

(a) An opinion of counsel acceptable to A.I.D. that this Agreement has been duly authorized and/or ratified by, and executed on behalf of the Cooperating Country and that it constitutes a valid and legally binding obligation of the Cooperating Country in accordance with all of its items;

(b) A statement of the names of the persons holding or acting in the office of the Cooperating Country specified in Section 9.2, and a specimen signature of each person specified in such statement;

SECTION 5.2. Disbursement for Management Plan. Prior to any disbursement of Loan funds under the project, or to the issuance by A.I.D. of documentation pursuant to which such disbursement shall be made, the Cooperating Country shall, except as A.I.D. may otherwise agree in writing, furnish to A.I.D., in form and substance satisfactory to A.I.D., a standard format and written guidelines and procedures for the preparation by Maharashtra Horticulture and Social Forestry Department (H&SFD) of a management plan for production and distribution of produce from the community land participating in the project.

SECTION 5.3. Disbursement for Research Program. Prior to any disbursement of Grant funds under the project for research activities, other than for a marketing study of forestry products for off-farm use or for assistance required for the development of the plan for the research program, or to the issuance by A.I.D. of documentation pursuant to which such disbursement shall be made, the Cooperating Country shall, except as A.I.D. otherwise agrees in writing, furnish to A.I.D., in form and substance satisfactory to A.I.D., a detailed, preliminary plan for the research program to be conducted under the Project.

SECTION 5.4. Disbursement for Training Program. Prior to any disbursement of Grant funds under the project for training activities, other than for assistance required for the development of the plan for the training program, or to the issuance by A.I.D. of documentation pursuant to which such disbursement shall be made, the Cooperating Country shall, except as A.I.D. otherwise agrees in writing, furnish to A.I.D., in form and substance satisfactory to A.I.D., a plan for all training activities under the Grant.

SECTION 5.5. Notification. When A.I.D. has determined that each of the conditions precedent specified in Section 5.1, 5.2, 5.3, and 5.4 have been met, it will promptly notify the Cooperating Country.

SECTION 5.6. Terminal Dates for Conditions Precedent.

(a) If the Conditions specified in Section 5.1 (a) and 5.1 (b) have not been met within ninety days from the date of this Agreement, or such later date as A.I.D. may agree to in writing, A.I.D., at its option, may terminate this Agreement by written notice to the Cooperating Country.

(b) If the conditions specified in Section 5.2, 5.3 & 5.4 have not been met within six months from the date of this Agreement, or such later date as A.I.D. may agree to in writing, A.I.D., at its option, may terminate this Agreement by written notice to the Cooperating Country.

Article 6. Special Covenants

SECTION 6.1. Except as the Parties may otherwise agree in writing, the Cooperating Country agrees that the following actions, in form and substance satisfactory to both parties, will be undertaken:

(a) Documentation provided to AID confirming that staffing and budgets have been established or will be provided for the H&SFD sufficient to carry out the objectives of the project and to build and maintain an institution capable of sustaining the expansion of social forestry throughout Maharashtra;

(b) Professional forestry and other staff as appropriate assigned to the H&SFD may receive training under the project provided their services are retained for the H&SFD in accordance with applicable Government of India rules governing period of bond following training;

(c) Documentation provided to AID confirming that a methodology has been established to determine household consumption estimates being prepared for this project;

(d) Documentation provided to A.I.D. confirming that criteria have been established for the distribution of forest produce;

(e) Documentation provided to AID confirming that criteria have been established for the selection of villages to participate in the project;

(f) Establishment of an evaluation program as an integral part of the Project, which includes the establishment of an adequately staffed monitoring and evaluation unit within the H&SFD by June 1983. The program will include, during the implementation of the Project and at one point thereafter (1) evaluation of progress toward attainment of the objectives of the Project; (2) identification and evaluation of problem areas or constraints which may inhibit such attainment; (3) assessment of how such information may be used to help overcome such problems; and (4) evaluation to the degree feasible, of the overall development impact of the Project.

Article 7. Procurement Source

SECTION 7.1. Foreign Exchange Costs. Except as AID may otherwise agree in writing and except as provided in the Standard Provisions Annex

C.1.(b) with respect to marine insurance procurement, source for foreign exchange costs shall be as follows:

(a) Loans. Loan financed disbursements pursuant to Section 8.1 will be used exclusively to finance the cost of goods and services required for the project having a source and origin in countries included in Code 941 of the AID Geographic Handbook as in effect at the time orders are placed or contracts are entered into for such goods and services.

(b) Grants. Grant financed disbursements pursuant to Section 8.1 will be used exclusively to finance the cost of goods and services required for the project having a source and origin in the United States (as in effect at the time orders are placed or contracts are entered into for such goods and services).

(c) Ocean Transportation. Ocean transportation costs under both the Loan and Grant shall be financed only on Flag vessels of the United States or the Cooperating Country.

SECTION 7.2. Local Currency Costs. Disbursements pursuant to Section 8.2 will be used exclusively to finance the costs of goods and services required for the Project having their source and, except as A.I.D. may otherwise agree in writing, their origin in India ("Local Currency Costs"). To the extent provided for under this Agreement, "Local Currency Costs" may also include the provision of local currency resources required for the Project.

Article 8. Disbursements

SECTION 8.1. Disbursement for Foreign Exchange Costs.

The Cooperating Country may obtain disbursement of funds under the Assistance for the Foreign Exchange Costs of goods or services required for the Project in accordance with the terms of the Agreement, and conditions precedent by such of the following methods as may be mutually agreed upon:

(1) by submitting to A.I.D., with necessary supporting documentation as prescribed in Project Implementation Letters, (A) requests for reimbursement for such goods or services, or, (B) requests for A.I.D. to procure commodities or services in the Cooperating Country's behalf for the Project; or

(2) by requesting A.I.D. to issue Letters of Commitment for specified amounts (A) to one or more U.S. banks, satisfactory to A.I.D committing A.I.D. to reimburse such bank or banks for payments made by them to contractors or suppliers, under Letters of Credit or otherwise, for such goods or services, or (B) directly to one or more contractors or suppliers, committing A.I.D. to pay such contractors or suppliers, through Letters of Credit or otherwise, for such goods or services.

Banking charges incurred in connection with Letters of Commitment and Letters of Credit shall be for the account of the Cooperating Country and may be financed under the Assistance.

SECTION 8.2. Disbursement for Local Currency Costs.

(a) The Cooperating Country may obtain disbursement of funds under the Assistance for Local Currency Costs required for the Project in accordance with the terms of this Agreement and conditions precedent, by submitting to A.I.D., with necessary supporting documentation as prescribed in Project Implementation Letters, requests to finance such costs;

(b) The local currency needed for such disbursement hereunder shall be purchased by A.I.D. with U.S. Dollars from the Reserve Bank of India. The U.S. dollar equivalent of the local currency made available hereunder will be the amount of U.S. dollars required by A.I.D. to obtain the local currency.

SECTION 8.3. Other Forms of Disbursement. Disbursement of the Assistance may also be made through such other means as the Parties may agree to in writing.

SECTION 8.4. Rate of Exchange. If funds provided under the Assistance are introduced into India by A.I.D. or any public or private agency for purposes of carrying out obligations of A.I.D. hereunder, the Cooperating Country will make such arrangements as may be necessary so that such funds may be converted into currency of India at the highest rate of exchange which, at the time the conversion is made, is not unlawful in India.

SECTION 8.5. Date of Disbursement. Disbursement by A.I.D. will be deemed to occur (a) on the date on which A.I.D. makes a disbursement to the Cooperating Country or its designee, or to a bank, contractor or

supplier pursuant to a Letter of Commitment, contract, or purchase order; (b) on the date on which A.I.D. disburses to the Cooperating Country or its designee local currency acquired in accordance with Section 8.2 (b).

Article 9. Miscellaneous

SECTION 9.1. Communications. Any notice, request, document or other communication submitted by either Party to the other under this Agreement will be in writing or by telegram or cable, and will be deemed duly given or sent when delivered to such Party at the following address:

To the Cooperating Country:

Mail Address:	Secretary to the Government of India Department of Economic Affairs Ministry of Finance New Delhi
Alternate Address for telegrams:	ECOFAIRS, New Delhi

To A.I.D.

Main Address:	Mission Director USAID American Embassy, West Building New Delhi.
Alternate Address for telegrams:	USAID, New Delhi

All such communications will be in English, unless the Parties otherwise agree in writing. Other addresses may be substituted for the above upon the giving of notice.

SECTION 9.2. Representatives. For all purposes relevant to this Agreement, the Cooperating Country will be represented by the individual holding or acting in the office of Joint Secretary, Department of Economic Affairs, Ministry of Finance and A.I.D. will be represented by the individual holding or acting in the office of Mission Director, each of whom, by written notice, may designate additional representative for all purposes other than exercising the power under Section 2.1 to revise elements of amplified description in Annex 1. The names of the representatives of the Cooperating Country, with specimen signatures, will be provided to A.I.D., which may accept as duly authorized any instrument signed by such representatives in implementation of this Agreement, until receipt of written notice of revocation of their authority.

SECTION 9.3. Standard Provisions Annex. A "Combined Loan and Grant Standard Provisions Annex" (Annex 2) is attached to and forms part of this Agreement.[1]

SECTION 9.4. Language of Agreement. This Agreement is prepared in both English and Hindi.[2] In the event of ambiguity or conflict between the two versions, the English language version will be used for final interpretation.

IN WITNESS WHEREOF, the Cooperating Country and the United States of America, each acting through its duly authorized representative, have caused this Agreement to be signed in their names and delivered as of the day and year first above written.

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[1] See footnote 1, p. 4.
[2] Not printed in the Hindi language.

THE PRESIDENT OF INDIA

By Yogesh Chandra

Name: Yogesh Chandra

Title: Joint Secretary
Department of Economic Affairs
Ministry of Finance

THE UNITED STATES OF AMERICA

By Priscilla M. Boughton

Name: Priscilla M. Boughton

Title: Director
United States Agency for
International Development
India

Annex 1

AID Loan No. 386-T-231

Project No. 386-0478

PROJECT DESCRIPTION

The purpose of this eight year project is to develop the institutional capability of the Maharashtra Horticulture and Social Forestry Department (H&SFD) to assist villagers to manage their communal and private lands for increased and sustained production of forestry products. This will contribute to (1) an increased supply of firewood, fodder, fruit, and building material in rural areas; (2) a reduced rate of deforestation; and (3) an increase in rural employment. The project's purpose will be achieved through the development of a social forestry extension program that will encompass all 27 districts in rural Mahararashtra, including an estimated 4,300 village panchayats and roughly 6.5 million rural inhabitants.

The project's resources will be directed towards institutional strengthening efforts involving a partnership of public sector resources and private initiative. The principal elements of the project are: (1) expansion and strengthening of a newly created social forestry extension organization, the H&SFD; (2) the establishment of an Information and Technology (IT) Unit to support the H&SFD's extension efforts; (3) establishment of plantations on government, community and private lands with the assistance of the H&SFD as a means to developing the capability of villagers and their representatives to manage these resources; (4) creation of nursery and plantation management skills in these communities to sustain a village reforestation program; (5) provision of formal and

in-service training of forestry professionals in the techniques of forestry extension, community mobilization and forestry technology; and (6) applied research focussing on the technical and socio-economic aspects of social forestry.

The IT Unit will cooperate with the H&SFD to support effective development of an extension organization and program. Grant funds will finance a contract with a U.S. educational institution to provide the services of two long-term residents skilled in applied research and in forestry extension and training methodology. They along with three Indian professionals of comparable background and a support staff will comprise the IT Unit. The Unit will collaborate with the H&SFD in developing an applied research program that will address socio-economic, silvicultural and related social forestry problems. The Unit will assist in identification of training needs and subsequently coordinate the corresponding program. Institutions in India as well as in the U.S. and elsewhere in Asia will be involved. The Unit will be based in New Delhi.

The plantation program serves as the primary focus of the H&SFD's extension activities. Each village plantation offers a framework for imparting natural resource management skills to the villages. Plantations will be established primarily on wasteland poorly suited for crop cultivation. In most cases if this marginally used land is left untreated, continued environmental degradation will result.

During the eight years of the AID project, the program will expand to cover approximately 4,300 villages in all 27 districts of Maharashtra.

The H&SFD will assist villages to establish their own nursery and reforestation programs for government, community and private lands not being fully utilized. An average of 18.5 hectares will be covered in each participating village. In addition, small private nurseries will be established in each village. The H&SFD will provide technical assistance in forestry operations and training and leadership in the development of the ability of each village to manage its own program.

With the collaboration and cooperation of villagers and the panchayat, or village council, a management plan will be prepared describing the production and distribution of produce from the community land to be brought under the program. Roughly half of the land, or approximately 9 hectares, is expected to be government or community wasteland or strips alongside roads, railway lines, canals, etc. The other half will be in scattered plantings on private lands unsuited for agriculture such as field bunds, farm yards and marginally productive field plots.

All seedlings needed to initiate the village program will be supplied at no charge by the H&SFD, after the preconditions set out in the management plan have been met. Most of these seedlings will be grown in 54 district nurseries by the H&SFD. In addition, seedlings grown in the privately operated village and school nurseries will be purchased by H&SFD for use in the program during the first three years. Private nurseries will be sponsored by the H&SFD to create local seedling production capability and to encourage further private participation in an expansion of reforestation efforts supported by this project.

After the three-year start-up period these village nurseries are expected to operate on a commercial basis. Three years after initiation of a village program, with nurseries and plantations established and operating, H&SFD staff activity at the village will be reduced to periodic visits to demonstrate innovative techniques or to respond to specific problems.

At the end of the project, a social forestry institution (H&SFD) will have been strengthened with a well trained and experienced staff in place capable of further expanding the social forestry program throughout Maharashtra. U.S. assistance will have been directed towards strengthening the monitoring and evaluation capabilities of the organization as well as in assisting in training and research. Provision of these inputs will have contributed substantially to helping solve Maharashtra's social, economic and environmental problems associated with a declining forest base. At the end of eight years an estimated 81,000 hectares will have been planted and will be managed and operated not by the H&SFD but rather by the communities in or near which they are located. The area planted during the project will supply the approximately 4,300 villages and their 6.5 million inhabitants included in the program with 20 percent of their current average annual firewood needs. With the establishment of village nurseries conditions for potentially doubling the amount of forested area under private ownership, from 36,450 ha to 72,900 ha, therefore benefiting an even larger percentage of the population, will also have been created. Employment generated from plantation work is expected to total 30 million work days over the life of the project.

The AID loan of $25 million will finance roughly half of local costs associated with establishing approximately 4,300 village programs. Vehicles and construction costs will not be eligible for financing. Fixed-amount reimbursement will be used to finance the establishment of approximately 4,300 village programs. Each such program will be reimbursed in three instalments: approval of the management plan, completion of planting, and issuance of a survival report. The amount to be reimbursed at each of these stages and the minimum conditions to be met at each in order to warrant the reimbursement, will be agreed in Project Implementation Letters. The grant of $5 million will be used primarily to finance the foreign exchange costs of U.S. contractor services and the costs of U.S. and in-country training. The share of AID financing is shown in Attachment A to this Annex.

The host country contribution of $30 million equivalent will finance the balance of the costs of establishing approximately 4,300 village plantations and wholly finance the costs of vehicles and construction.

Attachment A

Annex 1

ILLUSTRATIVE COST ESTIMATES AND FINANCIAL PLAN
($000; $1.00 = Rs.9.40)

PROJECT ELEMENT	AID LOAN			GOI/GOM	TOTAL
	LC	FX	TOTAL		
Plantations: Direct Costs	14,190	-	14,190	13,230	27,420
Plantations: Indirect	10,810	-	10,810	15,820	26,630
H&SFD Staff	(7,876)	-	(7,876)	(7,344)	(15,220)
Operating Costs	(2,934)	-	(2,934)	(2,736)	(5,670)
Equipment, Buildings, etc.	-	-	-	(5,740)	(5,740)
SUB-TOTAL PLANTATIONS	25,000	-	25,000	29,050	54,050
	AID GRANT				
	LC	FX	TOTAL		
IT Unit	904	2,146	3,050	-	3,050
Training	540	1,120	1,660	-	1,660
Overseas	-	(1,120)	(1,120)	-	(1,120)
In-country	(540)	-	(540)	-	(540)
Research	190	50	240	950	1,190
Evaluation	-	50	50	-	50
SUB-TOTAL	1,634	3,366	5,000	950	5,950
GRAND TOTAL	26,634	3,366	30,000	30,000	60,000

GPO 1985 48-456 (12800)

10477

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10477

AGRICULTURAL COMMODITIES

Agreement Between the
UNITED STATES OF AMERICA
and MAURITIUS

Amending the Agreement of
May 27, 1981

Effected by Exchange of Notes
Signed at Port Louis June 25, 1981

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S9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89–497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

For sale by the Superintendent of Documents, U.S. Government Printing Office
Washington, D.C. 20402

MAURITIUS

Agricultural Commodities

Agreement amending the agreement of May 27, 1981.
Effected by exchange of notes
Signed at Port Louis June 25, 1981;
Entered into force June 25, 1981.

The American Ambassador to the Mauritian Acting Prime Minister and Minister of Finance

Embassy of the
United States of America
Port Louis, June 25, 1981

No. 35

Mr Minister:

I have the honor to refer to the Agricultural Commodity Agreement signed by representatives of our two governments on May 27, 1981 [1] and to propose that Part II, of the Particular Provisions be amended as follows: Under item I, Commodity Table on lines titled Rice and Wheat Flour and under the appropriate column headings, change 3,500 tons and 6,200 tons to 5,100 tons and 5,200 tons and DOLS 1.8 million and 1.7 million to DOLS 2.1 million and 1.4 million. All other terms and conditions of the May 27, 1981 agreement remain the same. If the foregoing is acceptable to your government, I propose this note and your reply thereto constitute an agreement between our two governments effective on the date on your note in reply.

Accept, Mr. Minister, the renewed assurances of my highest consideration.

Robert Gordon [2]

The Honorable Sir Veerasamy Ringadoo,
Acting Prime Minister,
Mauritius.

---

[1] TIAS 10291; 33 UST.
[2] Robert F. Gordon.

The Mauritian Acting Prime Minister and Minister of Finance to the American Ambassador

MINISTRY OF FINANCE

PORT LOUIS - MAURITIUS

25th June, 1981

Your Excellency,

I have the pleasure to refer to your note of the 25th June 1981 on the proposed amendment to Part II, of the Particular Provisions of the Agricultural Commodity Agreement entered into by our two Governments and to inform you that my Government agrees to the amendment as follows: Under item I, Commodity Table on lines titled Rice and Wheat Flour and under the appropriate column headings, change 3,500 tons and 6,200 tons to 5,100 tons and 5,200 tons and DOLS 2.1 million and 1.4 million. It is understood that your note and this reply constitute an agreement between our two Governments effective as from to-day.

Accept, Your Excellency, the renewed assurances of my highest consideration.

Yours Sincerely

(V. Ringadoo)
Acting Prime Minister and
Minister of Finance

.E. Mr Robert F. Gordon,
mbassador,
nited States of America,
ORT LOUIS.

GPO 1985 48-457 (12800)

10478

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10478

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AGRICULTURAL COMMODITIES

Agreement Between the
UNITED STATES OF AMERICA
and SRI LANKA

Signed at Colombo June 30, 1982

with

Agreed Minutes

59.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89-497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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Washington, D.C. 20402

SRI LANKA

Agricultural Commodities

Agreement signed at Colombo June 30, 1982;
Entered into force June 30, 1982.
With agreed minutes.

AGREEMENT BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA
AND THE
GOVERNMENT OF THE DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA
FOR THE SALE OF AGRICULTURAL COMMODITIES UNDER THE
PUBLIC LAW 480, TITLE I[1] PROGRAM

The Government of the United States of America and the Government of the Democratic Socialist Republic of Sri Lanka agree to the sale of agricultural commodities specified below. This Agreement shall consist of the Preamble and Parts I and III of The Agreement signed March 25, 1975,[2] together with the following Part II:

PART II. PARTICULAR PROVISIONS

Item I. Commodity Table:

Commodity	Supply Period (U.S. Fiscal Year)	Approximate Quantity (Metric Tons)	Maximum Export Market Value (Dollars Million)
Wheat	1982	107,000	17.6

Item II. Payment Terms (Convertible Local Currency Credit):

(A) Initial Payment - Five (5) Percent;

(B) Currency Use Payment - None;

(C) Number of Installment Payments - Thirty-One (31);

(D) Amount of Each Installment Payment - Approximately Equal Annual Amounts;

(E) Due Date of First Installment Payment - Ten (10) Years After Date of Last Delivery of Commodities in Each Calendar Year;

(F) Initial Interest Rate - Two (2) Percent;

(G) Continuing Interest Rate - Three (3) Percent.

Item III. Usual Marketing Table:

Commodity	Import Period (U.S. Fiscal Year)	Usual Marketing Requirement (Metric Tons)
Wheat	1982	300,000

[1] 68 Stat. 455; 7 U.S.C. §1701 *et seq.*
[2] TIAS 8107; 26 UST 1244.

Item IV. Export Limitations:

A. The Export Limitation Period:

The export limitation period shall be United States fiscal year 1982, or any subsequent United States fiscal year during which commodities financed under this Agreement are being imported or utilized.

B. Commodities to which Limitations Apply:

For the purposes of Part I, Article III (A)(4) of this Agreement, the commodities which may not be exported are: wheat, wheat flour, rolled wheat, semolina, farina and bulgur (or the same products under a different name). These limitations are waived for exports of wheat flour to Maldives.

Item V. Self Help Measures:

A. The Government of Sri Lanka will undertake self-help measures to improve the production, storage, and distribution of agricultural commodities. The following self-help measures are to be implemented to contribute directly to development progress in poor rural areas and enable the poor to participate actively in increasing agricultural production through small farm agriculture.

B. The Government of Sri Lanka will undertake the following activities and in doing so to provide adequate financial, technical, and managerial resources for the implementation.

(1) Food and Agricultural Policy

Continue to give high priority to the development of an integrated national agriculture/food/nutrition strategy (to include production, storage, procurement, and distribu-

tion) and estimates of the long term (5 - 10 year) domestic and external resources required for implementation of the strategy. The strategy should include food production, marketing and distribution policies directed toward alleviating malnutrition among lower income groups. Development of the strategy should include a study of key policies affecting prices of agricultural inputs and outputs; a listing of these key policies; and an analysis of their relationship and interactions, including those which adversely affect production and recommendations as to whether such policies should be changed, and, if so, how. During, and as part of, the development of the strategy, the Government of Sri Lanka will continue to:

(A) Improve data collection with respect to estimates of agricultural production and statistical analysis of agricultural production and consumption to support the strategy.

(B) Update the study of agricultural policies and marketing systems in the dryland areas, including development of recommendations which could promote increased agricultural production.

(C) Provide increased training for management and technical staff in the appropriate government agencies in the analytical procedures and organizational mechanisms needed to develop, implement and update the integrated national agricultural/food/nutritional strategy.

Benchmark:

The Government of Sri Lanka will prepare by September 30, 1982, a report covering the institutional arrangements and the framework, objectives, plans, scope and timing of the strategy and supporting investment projections to be developed.

This report will include local and external resource requirements for developing the strategy and investment proposals. A copy of this report will be submitted to the U.S. Government.

The Government of Sri Lanka will undertake efforts for the development of the agriculture/food/nutrition strategy and will prepare investment proposals which are expected to be reflected in future years' public investment programs. Upon completion, a copy of the strategy and investment proposals will be provided to the U.S. Government and other concerned donor representatives.

By November 15, 1982, the Government of Sri Lanka agrees to provide a written report covering the calendar year 1982 which summarizes efforts undertaken to carry out the measures noted in Item V.B.1.(A) - (C) above.

(2) Agricultural Development and Research

Continue to carry out or cause to be carried out the following which may be financed using the sale proceeds under this or previous agreements:

(A) Cropping and farming systems research in and further development of the dryland areas to promote sustained, increased productivity.

(B) Research and related activities to improve food grain, legume and root and tuber crops production and marketing.

Benchmark:

The Government of Sri Lanka will advise the U.S. Government by September 30, 1982, of plans and schedules for agencies to carry out these efforts. The Government of Sri Lanka also

agrees to provide the U.S. Government by November 15, 1982, with a report covering the progress of the efforts noted in Item V.B.2.(A) and (B) above. In addition, summaries of relevant studies with regard to these efforts, when completed, will be provided to the U.S. Government.

(3) Resource Management

Use of the proceeds of this agreement or any previous agreement to support capital expenditures during 1982 in the following areas:

(A) Irrigation and Water Management (including drainage and reclamation);

(B) Agricultural Production, Extension and Research;

(C) Integrated Rural Development;

(D) Improvements to and Expansion of Fertilizer and Grain Storage; and

(E) Reforestation and Land and Water Conservation.

Benchmark:

The Government of Sri Lanka will provide, from sales proceeds under this or previous agreements or other resources, for the following estimated capital expenditures during 1982 in support of the areas noted in Item V.B.3.(A) through (E) above:

		(Million Rupees)
(A)	Irrigation and Water Management (including drainage and reclamation)	207
(B)	Agricultural Production, Extension and Research	83
(C)	Integrated Rural Development	41
(D)	Improvements to and Expansion of Fertilizer and Grain Storage	41
(E)	Reforestation and Land and Water Conservation	31
Total		403

C. By November 15, 1982, the Government of Sri Lanka agrees to provide a written report which will include, but not be limited to:

(1) Progress on the implementation of the self-help measures set out in Item V.B. above;

(2) A comparison of benchmarks and achievements to determine progress in meeting the self-help measures set out in Item V.B. above;

(3) A review of the levels of funding being released to carry out the self-help measures.

Item VI. Economic Development Purposes for which Proceeds Accruing to Importing Country are to be Used:

A. The proceeds accruing to the Government of Sri Lanka from the sale of commodities financed under this Agreement will be used for financing the self-help measures set forth in the Agreement, and for development in the agriculture, nutrition, and rural development sectors, in a manner designed to increase the access of the poor in the recipient country to an adequate, nutritious and stable food supply.

B. In the use of proceeds for these purposes emphasis will be placed on directly improving the lives of the poorest of the Sri Lankan people and their capacity to participatein the development of their country.

C. As long as unutilized sales proceeds remain available, the Government of Sri Lanka shall provide semi-annual reports on how the proceeds have been used to directly

benefit the needy in accordance with items V and VI of this Agreement. The first report will be submitted by July 20, 1983, covering proceeds under the 1981 Agreement signed May 29, 1981 and for proceeds under this Agreement by November 15, 1982, and subsequent reports by July 20 and November 15 of each successive year.

IN WITNESS WHEREOF, the respective representatives duly authorized for the purpose, have signed the present Agreement. Done at Colombo, in duplicate, the 30th day of June 1982.

FOR THE GOVERNMENT OF THE DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA:

Dr. W. M. Tilakaratna
Secretary
Ministry of Finance and Planning

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

John H. Reed
Ambassador

EMBASSY OF THE
UNITED STATES OF AMERICA

Colombo, Sri Lanka

June 30, 1982

Mr. Ronnie Weerakoon
Director of External Resources
Ministry of Finance and Planning
Colombo

Dear Mr. Weerakoon:

This letter constitutes the agreed minutes of our negotiations on the Agreement between our Governments to be signed in June 1982, for the sale of agricultural commodities under the PL-480, Title I Program.

During the course of negotiations, it was understood and agreed that:

1. Reporting Schedule

The Government of Sri Lanka will comply with the reporting schedule specified in the Agreement, and summarized in the Annex to these minutes, in a timely and responsive fashion.

2. Publicity

Measures will be taken by the Government of Sri Lanka to ensure that shipments of PL-480 commodities receive full publicity in Sri Lanka, and are identified as being made available to Sri Lanka on a concessional basis, from the people of the United States.

3. Commodity Deliveries

In order to expedite implementation of the Agreement after signature, the Government of Sri Lanka is encouraged to make an early request, through its Embassy in Washington, for purchase authorizations (PA's). Letters of credit, for both commodities and freight, should also be opened promptly after PA's are issued, commodities purchased, and vessels booked.

4. U.S. Market Share

In accordance with Section 103(0) of PL-480 and Part I, Article III (A)(2) of the Agreement, the Government of Sri Lanka will take steps to ensure that the United States obtains a fair share of any increase in commercial purchases of agricultural commodities.

5. Instructions to the Sri Lankan Embassy in Washington

The Government of Sri Lanka has made arrangements to relay to the Sri Lankan Embassy in Washington all instructions, information, and authority necessary to ensure timely implementation of the Agreement, including: (a) type and grade of commodities to be purchased under the Agreement, in accordance with official U.S. standards; (b) proposed contracting and delivery schedules, and latest feasible delivery date (i.e., delivery to vessel at U.S. port); (c) name and address of the bank in Sri Lanka, and U.S. commercial banks, through which letters of credit for commodities and ocean freight will be opened; (d) authority to make prompt transfers of funds to cover initial payment and ocean freight costs on commodities purchased under the Agreement; (e) complete instructions regarding arrangements for purchasing commodities and contracting for freight (including appointment of a purchasing and/or shipping agent if applicable); and (f) instructions to contact the Program Operations Division, Export Credits, Foreign Agricultural Service, U.S. Department of Agriculture, tel. (202) 447-5780, for assistance in implementing the Agreement.

6. Regulatory and Legislative Requirements

(a) Purchase of food commodities from private stocks under the Agreement must be made on the basis of invitations for bids (IFB's) publicly advertised in the United States and on the basis of bids (offers) which shall conform to the IFB. Bids are to be received and publicly opened in the United States. All awards under IFB's must be consistent with open, competitive, and responsive bid procedures.

(b) Terms of all IFB's (including IFB's for ocean freight) must be approved by the General Sales Manager, Foreign Agricultural Service, U.S. Department of Agriculture, prior to issuance.

(c) If the Government of Sri Lanka nominates a purchasing or shipping agent to procure commodities or arrange ocean transportation under the Agreement, the Government of Sri Lanka is

required to notify the General Sales Manager, Foreign Agricultural Service, U.S. Department of Agriculture, in writing, of such nomination and attach a copy of the proposed agency agreement. All purchasing and shipping agents must be approved by the General Sales Manager, Foreign Agricultural Service, U.S. Department of Agriculture in accordance with regulatory standards designed to eliminate certain potential conflicts of interest.

7. Letters of Credit

(a) The Government of Sri Lanka will take appropriate measures to ensure that operable and irrevocable letters of credit for both commodities and freight will be issued as soon as possible after commodities are purchased and ocean freight booked. Ocean freight suppliers may refuse to load vessels when acceptable letters of credit for commodities or ocean freight are not available at the time of loading. This can result in costly claims on the account of the Government of Sri Lanka by vessel owners for demurrage, and by commodity suppliers for carrying charges.

(b) Letters of credit for one hundred (100) percent of ocean freight must be opened not later than forty-eight (48) hours prior to vessel presentation for loading, providing for sight payment or acceptance of a draft in United States dollars in favor of the ocean transportation supplier on the basis of tonnage and rates specified in the applicable charter party, or booking note. Where the ocean freight contract provides for demurrage and dispatch, ninety (90) percent must be paid promptly on arrival of cargo. The remaining ten (10) percent, less dispatch, if any, should be paid promptly to the carrier upon completion of the laytime statement. In the event of dispute as to the amount of dispatch, the owner should receive the ten (10) percent less disputed dispatch or, if there is demurrage, the full ten (10) percent plus the demurrage not in dispute. Claims against the carrier for damaged or lost cargo should be pursued through normal channels and not be deducted from the ocean freight.

8. Performance Bonds

If the commodity IFB issued by the Government of Sri Lanka requires a performance bond, the requirement must be fair to both buyer and seller. The U.S. Department of Agriculture is developing performance bond language which may be used in commodity IFB's.

9. Export Limitation

With reference to Part II, Item IV of the Agreement, it is understood and agreed that limitations do not apply to exports of wheat bran from the Prima Flour Mill.

Sincerely,

John S. Blodgett
Acting Counselor of Embassy

Enclosure: As Stated

I concur with the above text.

Ronnie Weerakoon
Director of External Resources
Ministry of Finance and Planning

Annex to the Agreed Minutes

FY 1982 PL-480, TITLE I AGREEMENT

Reporting Schedule

Due Date	Report	Reference
July 20, 1982	Local Currency Sales Proceeds Report covering 1981 Agreement	II-VI-C
July 20, 1982	Quarterly Compliance Report for 3rd Quarter, FY 1982	I-III-D-2,3&4
Sept. 30, 1982	Self-Help: Benchmark Report on institutional arrangement, framework, plans, scope and timing of the Integrated National Agriculture/Food/Nutrition Strategy	II-V-B-(1)
Sept. 30, 1982	Self-Help: Benchmark Report on plans for implementation of Agricultural Development and Research Measures	II-V-B(2)
Upon Completion	A copy of the Strategy and Investment Proposals	II-V-B-(1)
Oct. 20, 1982	Quarterly Compliance Report for 4th Quarter, FY 1982	I-III-D-2,3,&4
Nov. 15, 1982	Self-Help Report: Benchmark Report on implementation of all self-help measures set out in II-V-B	II-V-B-(1) II-V-B-(2) II-V-C-(1),(2)&(3)
Upon Completion	Self-Help: Summaries of relevant studies in connection with Agricultural Development and Research measures	II-V-B-(2)
Nov. 15, 1982	Local Currency Sales Proceeds Report Covering 1982 Agreement	II-VI-C
Jan. 20, 1983	Quarterly Compliance Report for 1st Quarter, FY 1983	I-III-D-2,3,&4
Apr. 20, 1983	Quarterly Compliance Report for 2nd Quarter, FY 1983	I-III-D-2,3,&4

Due Date	Report	Reference
July 20 and Nov. 15 of 1983 and subsequent years	Subsequent Local Currency Sales Proceeds Reports covering 1982 Agreement	II-VI-C
30 Days After Receipt of Computer Sheets to be Completed	Arrival and Shipping Information	I-III-D-1

GPO: 1985 48-458 (12800)

10479

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10479

AGRICULTURAL COMMODITIES

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Agreement Between the
UNITED STATES OF AMERICA
and MADAGASCAR

Signed at Antananarivo August 12, 1982

S9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89-497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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Washington, D.C. 20402

MADAGASCAR

Agricultural Commodities

Agreement signed at Antananarivo August 12, 1982;
Entered into force August 12, 1982.

AGREEMENT BETWEEN

THE GOVERNMENT OF THE UNITED STATES OF AMERICA

AND THE GOVERNMENT OF THE DEMOCRATIC REPUBLIC OF MADAGASCAR

FOR THE SALE OF AGRICULTURAL COMMODITIES

The Government of the United States of America and the Government of the Democratic Republic of Madagascar agree to the sale of agricultural commodities specified below. This agreement shall consist of the Preamble and Parts I and III of the P.L. 480 Title I[1] Agreement signed August 19, 1981,[2] together with the following Part II:

PART II. PARTICULAR PROVISIONS

ITEM I. COMMODITY TABLE:

COMMODITY:	SUPPLY PERIOD (U.S. Fiscal Year)	APPROXIMATE QUANTITY (Metric Tons)	MAXIMUM EXPORT MARKET VALUE (Dols Millions)
Rice	1982	16,000	5.0

ITEM II. PAYMENT TERMS

Convertible Local Currency Credit (CLCC) - Twenty (20) years

A. Initial payment - Five (5) percent;

B. Currency use payment - Five (5) percent for Section 104(A) purposes;

C. Number of installment payments - Thirteen (13);

D. Amount of each installment payment - Approximately equal annual amounts;

E. Due date of the first installment payment - Eight (8) years after date of last delivery of commodities in each calendar year;

F. Initial interest rate - Two (2) percent;

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[1] 68 Stat. 455; 7 U.S.C. § 1701 *et seq.*

[2] TIAS 10218; 33 UST.

G. Continuing interest rate - Four (4) percent.

ITEM III. USUAL MARKETING TABLE:

COMMODITY	IMPORT (U.S. Fiscal Year)	USUAL MARKETING REQUIREMENT (MT)
Rice	1982	107,000

ITEM IV. EXPORT LIMITATION

A. Export Limitation Period:

The export limitation period shall be United States Fiscal Year 1982, or any subsequent United States fiscal year during which commodities financed under this agreement are being imported or utilized.

B. Commodities to which export limitation apply:

For the purposes of Part I, Article III A (4) of this agreement, the commodities which may not be exported are: for rice — rice in the form of paddy, brown or milled.

ITEM V. SELF-HELP MEASURES:

A. The Government of the Democratic Republic of Madagascar agrees to undertake self-help measures to improve the production, storage, and distribution of agricultural commodities. The following self-help measures shall be implemented to contribute directly to development in poor rural areas and enable the poor to participate actively in increasing agricultural production through small farm agriculture.

B. The Government of the Democratic Republic of Madagascar agrees to undertake the activities of Items V and VI

of Part II of this agreement and in doing so to provide adequate financial, technical and managerial resources for their implementation, as can be financed by the sales proceeds:

1. a. Continue the development, refinement and implementation of food policy strategy by completing the following research studies and surveys by dates indicated: (i) Complete within six (6) months the study of existing storage facilities and their utilization and construction requirements; (ii) Complete within twelve (12) months the study of the current input distribution and marketing systems to develop recommendations for increased effectiveness; and (iii) Complete within eighteen (18) months the study on the reduction of post-harvest losses on rice.

   b. Continue to support policy and other interventions through provision of appropriate directives, regulations, decrees, etc. with special attention to producer prices, incentives, consumer prices, and agricultural input supplies and prices. Complete within twelve (12) months research and appropriate studies to develop methodology for determining (i) realistic costs to producers, which include considerations for inputs and provide incentives, particularly for rice producers; and (ii) fair price to consumers.

   c. Initiate implementation of recommendations of the above studies.

2. Increase support for micro-development projects selected, planned and executed by participating members at the "fokonolona" levels with emphasis on their efforts to improve construction/maintenance of storage facilities and improvement/construction of village water supply systems. At least twenty (20) "fokonolona" will be targeted to receive benefits within twelve (12) months.

3. Continue to support improved food production, particularly rice, through efforts to:

   a. Expand seed multiplication through renovations of current facilities and establishment of new facilities for these purposes.

   b. Improve the distribution of fertilizer to the small producers in order to maximize the benefit of improved seed multiplication.

   c. Increase support necessary for completion of repairs and rehabilitation of irrigation canals and structures serving 4,000 hectares over an eighteen (18) month period.

   d. Increase support to rice research in the areas of fertilizer utilisation, development and distribution of new and improved rice varieties, and improved cultivation practices for small farms.

   e. Undertake within eighteen (18) months a study of the present "extension" system to develop recommendations for increasing its effectiveness and coverage.

C. Use of Sales Proceeds:

   1. The Government of the Democratic Republic of Madagascar

agrees to deposit Malagasy Francs (FMG) proceeds from the sale of commodities in a special account. The amount of proceeds must be equivalent to the amount of credit provided by CCC converted to FMG at the most favourable exchange rate available to foreign governments.

2. The Government of the Democratic Republic of Madagascar agrees to release such sales proceeds from the special account for the purposes outlined in Item V, Self-Help measures and for such other agricultural and rural development purposes as may be agreed upon with the Government of the United States of America.

3. The Government of the Democratic Republic of Madagascar and the Government of the United States of America agree to convene twice each year to: consult on the agreed purposes for which the sales proceeds generated under this agreement will be used; review actual disbursements from special account and physical progress against benchmarks; and discuss such other matters as may be agreed.

ITEM VI. ECONOMIC DEVELOPMENT PURPOSES FOR WHICH PROCEEDS ACCRUING TO IMPORTING COUNTRY ARE TO BE USED:

A. The proceeds accruing to the Government of the Democratic Republic of Madagascar from the sale of commodities financed under this agreement will be used for financing the self-help measures set forth in

the Agreement, and for development in the agricultural and rural development sectors, in a manner designed to increase the access of the poor in Madagascar to an adequate, nutritious, and stable food supply.

B. In the use of proceeds for these purposes, emphasis will be placed on directly improving the lives of the poorest of Madagascar's people and their capacity to participate in the development of their country.

In witness whereof, the respective representatives, duly authorized for the purpose, have signed the present agreement. Done at Antananarivo, in duplicate, the twelfth day of August 1982.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

Fernando E. Rondon

FERNANDO ENRIQUE RONDON

AMBASSADOR

FOR THE GOVERNMENT OF THE DEMOCRATIC REPUBLIC OF MADAGASCAR

PASCAL RAKOTOMAVO

MINISTRE AUPRES DE LA PRESIDENCE CHARGE DES FINANCES

GPO 1985 48-459 (12800)

10480

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10480

FISHERIES OFF THE UNITED STATES COASTS

Agreement Between the
UNITED STATES OF AMERICA
and JAPAN

Signed at Washington September 10, 1982

with

Agreed Minutes

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S9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89-497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

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Washington, D.C. 20402

JAPAN

Fisheries Off the United States Coasts

Agreement signed at Washington September 10, 1982:
Entered into force January 1, 1983.
With agreed minutes.

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF JAPAN CONCERNING FISHERIES OFF THE COASTS OF THE UNITED STATES OF AMERICA

The Government of the United States of America and the Government of Japan,

Recognizing that the United States has established a fishery conservation zone within 200 nautical miles of its coasts within which the United States exercises exclusive fishery management authority over all fish and that the United States also exercises such authority over the living resources of the continental shelf appertaining to the United States and over anadromous species of fish of United States origin;

Recalling that they signed the Agreement between the Government of the United States of America and the Government of Japan Concerning Fisheries off the Coasts of the United States of America on March 18, 1977;[1]

Recognizing that Japan has been cooperating in the rational management and conservation of the living resources off the coasts of the United States and that the nationals and fishing vessels of Japan have been cooperating in the development of and engaging in the utilization of these resources off the coasts of the United States;

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[1] TIAS 8728; 28 UST 7507.

Desiring to continue and further develop mutual cooperation;

Considering their common concern for the rational management, conservation and achievement of optimum yield of fishery resources off the coasts of the United States;

Taking into account international law relating to oceans and fisheries; and

Desiring to establish reasonable terms and conditions pertaining to fishing for the living resources of mutual concern over which the United States exercises exclusive fishery management authority;

Have agreed as follows:

ARTICLE I

The purpose of this Agreement is to promote rational management, effective conservation and achievement of optimum yield of fishery resources of mutual interest off the coasts of the United States and to establish a common understanding of the principles and procedures under which fishing may be conducted by nationals and fishing vessels of Japan for the living resources over which the United States exercises exclusive fishery management authority.

ARTICLE II

As used in this Agreement, the term

1. "living resources over which the United States exercises exclusive fishery management authority" means all fish within the fishery conservation zone, all anadromous species of fish that spawn in the fresh or estuarine waters of the United States and migrate to ocean waters while present in the fishery conservation zone and in areas beyond national fisheries jurisdictions recognized by the United States and all living resources of the continental shelf appertaining to the United States;

2. "fish" means all finfish, mollusks, crustaceans, and other forms of marine animal and plant life, other than marine mammals, birds, and species of tuna which, in the course of their life cycle, spawn and migrate over great distances in waters of the ocean;

3. "fishery resources" means one or more stocks of fish that can be treated as a unit for purposes of management and conservation and that are identified on the basis of geographical, scientific, technical, recreational and economic characteristics;

4. "fishery" means any fishing for fishery resources;

5. "fishery conservation zone" means a zone contiguous to the territorial sea of the United States, the seaward boundary of which is a line drawn in such a manner that each point on it is 200 nautical miles from the baseline from which the breadth of the territorial sea of the United States is measured;

6. "fishing" means

(a) the catching, taking or harvesting of fish;

(b) the attempted catching, taking or harvesting of fish;

(c) any other activity that can reasonably be expected to result in the catching, taking or harvesting of fish; or

(d) any operation at sea, including supply, storage, refrigeration, transportation or processing, directly in support of, or in preparation for, any activity described in sub-paragraphs (a) through (c) above,

provided that such term does not include other legitimate uses of the high seas, including any scientific research activity;

7. "fishing vessel" means any vessel, boat, ship, or other craft that is used for, equipped to be used for, or of a type that is normally used for

(a) fishing; or

(b) aiding or assisting one or more vessels at sea in the performance of any activity relating to fishing, including preparation, supply, storage, refrigeration, transportation or processing; and

8. "marine mammal" means any mammal that is morphologically adapted to the marine environment, including sea otters and members of the orders Sirenia, Pinnipedia, and Cetacea, or primarily inhabits the marine environment such as polar bears.

ARTICLE III

The Government of the United States and the Government of Japan shall carry out periodic bilateral consultations regarding the implementation of this Agreement and the development of further cooperation in the field of fisheries of mutual concern, including the establishment of appropriate multilateral organizations for the collection and analysis of scientific data respecting such fisheries.

ARTICLE IV

1. The Government of the United States is willing to allow access for fishing vessels of Japan to harvest, in accordance with the terms and conditions to be established in permits issued under Article IX, that portion of the total allowable catch for a specific fishery resource that will not be harvested by fishing vessels of the United States and may be made available tc fishing vessels of Japan in accordance with paragraph 2 below.

2. The Government of the United States shall determine each year, subject to such adjustments as may be necessitated by unforeseen circumstances affecting the stocks, and in accordance with United States law,

(a) the total allowable catch for each fishery resource based on optimum yield, taking into account the best available scientific evidence, and relevant social, economic and other factors;

(b) the harvesting capacity of fishing vessels of the United States in respect of each fishery resource;

(c) the portion of the total allowable catch for a specific fishery resource that may be made available, on a periodic basis each year, to foreign fishing vessels; and

(d) the allocation of such portion that may be made available to authorized fishing vessels of Japan.

3. The Government of the United States shall determine each year in accordance with United States law the measures necessary to prevent overfishing, while achieving on a continuing basis the optimum yield from each fishery resource. Such measures are described in Annex I which constitutes an integral part of this Agreement.

4. The Government of the United States shall notify the Government of Japan of the determinations provided for in this Article on a timely basis.

ARTICLE V

In determining the portion of the surplus of the total allowable catch for fishery resources that may be made available to fishing vessels of foreign nations, including Japan,

the Government of the United States will decide on the basis of the factors identified in United States law including:

1. whether, and to what extent, such nations impose tariff barriers or nontariff barriers on the importation, or otherwise restrict the market access, of United States fish or fishery products;

2. whether, and to what extent, such nations are cooperating with the United States in the advancement of existing and new opportunities for fisheries trade, particularly through the purchase of fish or fishery products from United States processors or from United States fishermen;

3. whether, and to what extent, such nations and the fishing vessels of such nations have cooperated with the United States in the enforcement of United States fishing regulations;

4. whether, and to what extent, such nations require the fish harvested from the fishery conservation zone for their domestic consumption;

5. whether, and to what extent, such nations otherwise contribute to, or foster the growth of, a sound and economic United States fishing industry, including minimizing gear conflicts with fishing operations of United States fishermen, and transferring harvesting or processing technology

which will benefit the United States fishing industry;

6. whether, and to what extent, the fishing vessels of such nations have traditionally engaged in fishing for such fishery resources;

7. whether, and to what extent, such nations are cooperating with the United States in, and making contributions to, fishery research and the identification of fishery resources; and

8. such other matters as the Government of the United States deems appropriate.

ARTICLE VI

The Government of Japan shall cooperate with and assist the United States in the development of the United States fishing industry and the increase of United States fishery exports by taking such measures as reducing or removing impediments to the importation and sale of United States fishery products, providing information concerning technical and administrative requirements for access of United States fishery products into Japan, providing economic data, sharing expertise, facilitating the transfer of harvesting or

processing technology to the United States fishing industry, facilitating appropriate joint venture and other arrangements, informing Japanese industry of trade and joint venture opportunities with the United States, and taking such other actions as may be appropriate.

ARTICLE VII

In view of the fact that the anadromous species of fish of United States origin intermingle with such species of fish of other origins in certain waters of their migratory range, the Government of the United States and the Government of Japan shall hold consultations concerning necessary conservation measures for such species of fish in the event that the International Convention for the High Seas Fisheries of the North Pacific Ocean signed at Tokyo on May 9, 1952,[1] as amended by the Protocol signed at Tokyo on April 25, 1978,[2] ceases to be effective.

ARTICLE VIII

The Government of Japan shall take all necessary measures to ensure:

[1] TIAS 2786, 4493, 4992, 5385; 4 UST 380; 11 UST 1503; 13 UST 372; 14 UST 953.
[2] TIAS 9242; 30 UST 1095.

1. that nationals and fishing vessels of Japan refrain from fishing for the living resources over which the United States exercises exclusive fishery management authority except as authorized pursuant to this Agreement;

2. that all such fishing vessels so authorized comply with the terms and conditions of permits issued pursuant to this Agreement and applicable laws of the United States; and

3. that the allocation referred to in paragraph 2(d) of Article IV is not exceeded for any fishery.

ARTICLE IX

The Government of Japan may submit an application to the Government of the United States for a permit for each fishing vessel of Japan that wishes to engage in fishing in the fishery conservation zone pursuant to this Agreement. Such application shall be prepared and processed in accordance with Annex II which may be amended by agreement through an exchange of notes between the two Governments without modification of the articles of this Agreement. The Government of the United States may require the payment of fees for

such permits and for fishing in the fishery conservation zone.

ARTICLE X

The Government of Japan shall ensure that nationals and fishing vessels of Japan refrain from harassing, hunting, capturing or killing, or attempting to harass, hunt, capture or kill, any marine mammal within the fishery conservation zone, except as may be otherwise provided by an international agreement respecting marine mammals to which the United States is a party, or in accordance with specific authorization for and controls on incidental taking of marine mammals established by the Government of the United States.

ARTICLE XI

The Government of Japan shall take necessary measures, within its competence, to ensure that in the conduct of the fisheries under this Agreement:

1. the authorizing permit for each fishing vessel of Japan is prominently displayed in the wheelhouse of such fishing vessel;

2. appropriate position-fixing and identification equipment, as determined by the Government of the United States, is installed and maintained in working order on each fishing vessel of Japan;

3. designated United States observers are permitted to board, upon request, any fishing vessel of Japan and accorded the courtesies and accommodations provided to ship's officers while aboard such fishing vessel, and owners, operators and crews of such fishing vessel cooperate with the United States observers in the conduct of their official duties, and, further, the Government of the United States be reimbursed for the costs of providing the United States observers aboard such fishing vessel;

4. agents are appointed and maintained within the United States possessing the authority to receive and respond to any legal process issued in the United States with respect to an owner or operator of a fishing vessel of Japan for any cause arising out of the conduct of fishing activities for the living resources over which the United States exercises exclusive fishery management authority; and

5. all necessary measures are taken to minimize fishing gear conflicts and to ensure the prompt and adequate

compensation of nationals of the United States for any loss of, or damage to, their fishing vessels, fishing gear or catch, and resultant economic loss, that is caused by any fishing vessel of Japan, as determined by applicable United States procedures.

ARTICLE XII

The Government of Japan shall take all appropriate measures to assist the Government of the United States regarding enforcement activities and to ensure that nationals and fishing vessels of Japan comply with the terms and conditions provided for in this Agreement. It shall take appropriate measures to ensure that each fishing vessel of Japan that engages in fishing for the living resources over which the United States exercises exclusive fishery management authority allow and assist the boarding and inspection of such fishing vessel by any duly authorized enforcement officer of the United States and cooperate in such enforcement action as may be taken pursuant to the laws of the United States.

ARTICLE XIII

1. The United States will impose appropriate penalties,

48-712 O - 85 - 2

in accordance with its laws, on fishing vessels of Japan or their owners or operators, that violate the requirements of this Agreement or the terms and conditions of any permit issued hereunder.

2. In cases of seizure of a fishing vessel of Japan and detention or arrest of its crews by the authorities of the Government of the United States, notification shall be given promptly through diplomatic channels informing the Government of Japan of the action taken and of any penalties subsequently imposed.

3. Seized fishing vessels of Japan and their detained or arrested crews shall be promptly released, subject to such reasonable bond or other security as may be determined by the court of the United States.

ARTICLE XIV

1. The Government of the United States and the Government of Japan shall cooperate in the conduct of scientific research required for the purpose of managing and conserving the living resources over which the United States exercises exclusive fishery management authority, including the

compilation of the best available scientific information for management and conservation of stocks of mutual interest.

2. The competent agencies of the two Governments shall cooperate in the development of periodic research plans on stocks of mutual interest through correspondence or meetings as appropriate, and may modify them from time to time by mutual consent. The research plans may include, but are not limited to, the exchange of information and scientists, regularly scheduled meetings between scientists to prepare future research plans and review progress, and jointly conducted research projects.

3. The conduct of research during regular commercial fishing operations on board a fishing vessel of Japan in the fishery conservation zone shall not be deemed to change the character of the activities of such fishing vessel from fishing to scientific research. Therefore, it will be necessary to obtain a permit for such fishing vessel in accordance with Article IX.

4. The Government of Japan shall cooperate with the Government of the United States in collecting and reporting biostatistical information and fisheries data, including catch and effort statistics, in accordance with procedures which will be stipulated by the Government of the United States.

ARTICLE XV

Should the Government of the United States indicate to the Government of Japan that nationals and fishing vessels of the United States wish to engage in fishing in the fishing zone of Japan, the Government of Japan is willing to allow such fishing on the basis of reciprocity and on terms not more restrictive than those established pursuant to this Agreement.

ARTICLE XVI

Nothing contained in this Agreement shall affect or prejudice in any manner the positions of either Government with respect to the extent of internal waters, of the territorial sea, of the high seas, or of coastal state jurisdiction or authority for any purpose other than the management and conservation of fishery resources.

ARTICLE XVII

This Agreement shall enter into force on a date to be agreed upon by an exchange of notes between the two Govern-

ments, following the completion of their internal procedures necessary for the entry into force of this Agreement,[1] and remain in force until December 31, 1987, unless extended by agreement of the two Governments in a mutually acceptable form. However, either Government may terminate this Agreement at any time by giving twelve months' written notice to the other Government.

IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective Governments, have signed this Agreement.

DONE at Washington, on the tenth day of September, 1982, in duplicate in the English and Japanese languages, both texts being equally authentic.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

Theodore G. Kronmiller[2]

FOR THE GOVERNMENT OF JAPAN:

Yoshio Okawara[3]

[1] Jan. 1, 1983.
[2] Theodore G. Kronmiller.
[3] Yoshio Okawara.

ANNEX I

MANAGEMENT AND CONSERVATION MEASURES

The measures to be determined by the Government of the United States under paragraph 3 of Article IV may include, inter alia:

1. designated areas where, and periods when, fishing shall be permitted, limited, or conducted only by specified types of fishing vessels or with specified types and quantities of fishing gear;
2. limitations on the catch of fish based on area, species of fish, size, number, weight, sex, incidental catch, or other factors;
3. limitations on the number and types of fishing vessels that may engage in fishing and/or on the number of days each fishing vessel of the total fleet may engage in a designated area for a specified fishery;
4. requirements as to the types of fishing gear that may, or may not, be employed; and
5. requirements designed to facilitate enforcement of such conditions and restrictions, including the maintenance of appropriate position-fixing and identification equipment.

ANNEX II

APPLICATION AND PERMIT PROCEDURES

The following procedures shall govern the application for and issuance of annual permits authorizing fishing vessels of Japan to engage in fishing for the living resources over which the United States exercises exclusive fishery management authority:

1. The Government of Japan may submit an application to the Government of the United States for each fishing vessel of Japan that wishes to engage in fishing pursuant to this Agreement. Such application shall be made on forms provided by the Government of the United States for that purpose. In submitting applications for permits, the Government of Japan will give due consideration to the need to minimize the number of such applications, in order to aid in the efficient administration of the permit issuance program by the Government of the United States.

2. Any such application shall specify:

(a) the name and official number or other identification of the fishing vessel for which a permit is sought, together with the name and address of the owner and operator thereof;

(b) the tonnage, capacity, speed, processing equipment, type and quantity of fishing gear, and such other information relating to the fishing characteristics of the fishing vessel as may be requested;

(c) a specification of each fishery in which the fishing vessel wishes to engage;

(d) the amount of fish or tonnage of catch by species of fish contemplated for the fishing vessel during the time such permit is in force;

(e) the ocean area in which, and the season or period during which, such fishing would be conducted; and

(f) such other relevant information as may be requested, including desired transshipping areas.

3. The Government of the United States shall review each application, shall determine what conditions and restrictions may be needed, and what fees will be required under Article IX, and shall inform the Government of Japan of such determinations. The Government of the United States reserves the right not to approve applications. The Government of the United States will seek to consult, as appropriate, with the Government of Japan, in making its disapproval of applications.

4. The Government of Japan shall thereupon notify the Government of the United States of its acceptance or rejection of such conditions and restrictions and, in the case of a rejection, of its objections thereto.

5. Upon acceptance of the conditions and restrictions by the Government of Japan and the payment of any applicable fees, the Government of the United States shall approve the application and issue a permit for each fishing vessel of Japan, which shall thereupon be authorized to fish pursuant to this Agreement and the terms and conditions set forth in the permit. Such permits shall be issued for a specific fishing vessel of Japan and shall not be transferred.

6. In the event the Government of Japan notifies the Government of the United States of its objections to specific conditions and restrictions, the two Governments may consult with respect thereto and the Government of Japan may thereupon submit a revised application.

AGREED MINUTES

The representatives of the Government of the United States of America and the Government of Japan have agreed to record the following in connection with the Agreement between the Government of the United States of America and the Government of Japan Concerning Fisheries off the Coasts of the United States of America signed today (hereinafter referred to as the "Agreement"):

1. With respect to paragraph 1 of Article II, the representatives of the Government of the United States and the Government of Japan noted that both Governments recognize the right of coastal states to claim exclusive fishery jurisdiction over maritime areas within a maximum 200 nautical miles from baselines drawn in conformity with international law.

Therefore, it is understood that "areas beyond national fisheries jurisdictions recognized by the United States" referred to in that paragraph means areas of the high seas not belonging to any fishing zone claimed by a coastal state in conformity with the right mentioned above.

2. The representatives of the Government of the United States and the Government of Japan emphasized the importance

of the periodic bilateral consultations provided for in Article III. In this connection, the representative of the Government of the United States stated that, with respect to the determinations made under Article IV, his Government will, to the extent permitted by United States law, take into account the views which may be expressed by the Government of Japan.

3. With respect to paragraph 2 of Article IV, the representative of the Government of Japan stated that the need of nationals of Japan concerned to make plans for their annual fishing operations is important to the efficiency of their fishing operations in the fishery conservation zone and to the promotion of cooperation in the development of the United States fishing industry.

In this connection, the representative of the Government of the United States stated that it was his expectation that his Government would notify the Government of Japan as early as possible of the projected allocations for each fishing year to fishing vessels of Japan and the expected dates of periodic releases of such projected allocations in accordance with Articles IV and V.

He also stated that, in order to facilitate planning for fishing operations of nationals of Japan concerned

and their cooperation in the development of the United States fishing industry, flexibility concerning the release of allocations could be provided by the Government of the United States to the extent consistent with United States law and the determination made pursuant to Article V.

4. With respect to Article V, the representative of the Government of Japan emphasized the importance of the Japanese fishing industry to the Japanese economy, and urged that the Government of the United States give due consideration to the need for continuation of stable fishing operations by fishing vessels of Japan in the fishery conservation zone.

The representative of the Government of the United States emphasized the importance of rapid and full development of the United States fishing industry to the United States economy and pointed to the importance which his Government attached to Japanese cooperation in that regard.

The representative of the Government of Japan, bearing in mind that the criteria in Article V would be utilized by the Government of the United States with development cooperation referred to in the preceding sentence principally in mind, requested that the Government of the United States give due consideration to past fishing per-

formance of Japanese fishermen. The representative of the Government of the United States took note of the request of the representative of the Government of Japan and indicated that it would be taken into account in accordance with United States law.

The representatives of the Government of the United States and the Government of Japan acknowledged the advantages to the respective industries of providing stability of cooperation in fishery relations, including fisheries development, fisheries trade, and fishery allocations, over reasonable periods of time.

5. The representative of the Government of the United States stated that Article VI illustrates the kinds of cooperation and assistance that might be sought.

He also noted that, in determining the portion to be allocated to fishing vessels of Japan under paragraph 2 of Article IV, the Government of the United States shall take into account as appropriate the efforts made by the Government of Japan for cooperation and assistance in the area of fisheries under Article VI.

6. With respect to Article VII, the representative of the Government of the United States stated that it was the

intention of his Government that it would consult with the Government of Japan concerning any enforcement action by United States authorities with respect to anadromous species of fish of United States origin beyond the fishery conservation zone.

7. In establishing the fees referred to in Article IX, it is understood that, to the extent permitted by United States law, the Government of the United States takes into account, among other factors, the economic conditions of the fisheries for various species of fish.

8. With respect to Article XIII, it is understood that the representatives of the Government of the United States will recommend to the court in any case arising out of fishing activities under the Agreement that the penalty for violation of fishery regulations of the United States not include imprisonment except in the case of enforcement related offenses such as assault on a duly authorized enforcement officer or refusal to permit boarding and inspection.

9. It is understood that the Government of the United States and the Government of Japan will cooperate in the exchange of scientific and technical information relating to species of tuna and other highly migratory species of mutual interest with a view to making regional arrangements, includ-

ing the establishment of appropriate international organizations, to ensure conservation of the species. Such exchanges shall include the reporting of tuna and associated catches.

It is further understood that at the outset of the Agreement and until such time as appropriate, the two Governments will, in order to establish a base of scientific information to further such arrangements, provide each other statistics on tuna and associated catches off the coasts of the United States.

10. The Government of the United States undertakes to authorize fishing vessels of Japan engaging in fishing pursuant to the Agreement to enter United States ports in accordance with United States laws for the purpose of purchasing bait, supplies, or outfits, or effecting repairs, or for such other purposes as may be authorized.

11. With respect to the conduct of transshipping operations by fishing vessels of Japan, the representative of the Government of the United States stated that transshipping areas would be provided as appropriate, taking into account

all relevant factors, including past practices, and would be set forth in permits or other applicable instruments.

WASHINGTON, September 10, 1982

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

FOR THE GOVERNMENT OF JAPAN:

アメリカ合衆国政府のために

Thurston B. Morrill

日本国政府のために

大河原良雄

48-712 O - 85 - 3

を約束する。

11　日本国の漁船の転載作業の実施に関し、合衆国政府の代表者は、転載区域は過去の慣行を含むすべての関連要素を考慮し適当な場合には提供されるであろうこと及びそれらの区域は許可証又はその他の関係書類に記載されるであろうことを述べた。

千九百八十二年九月十日にワシントンで

有するその他の高度回遊性の種族の保存を確保するため、適当な国際機構の設立を含む地域的取極を行う目的で、これらの種族に関する科学的情報及び技術的情報を交換することについて協力するものと了解される。この交換は、まぐろ類の漁獲及びこれに伴う漁獲に関する報告を含むものとする。

更に、協定の始期から適当な時まで、両国政府は、前記の取極の成立を促進するための科学的情報の基礎を確立するため、合衆国の地先沖合におけるまぐろ類の漁獲及びこれに伴う漁獲に関する統計を相互に提供するものと了解される。

10 合衆国政府は、協定に従つて漁獲に従事する日本国の漁船が、えさ、補給品若しくは船装品を購入するため若しくは修理を行うため又は正当と認められるその他の目的のために合衆国の法律に従つて合衆国の港に入港することを認めること

における合衆国起源の遡河性魚種に関して合衆国の当局によりとられるいかなる取締行為についても、日本国政府と協議を行うことが合衆国政府の意図であることを述べた。

7　第九条の料金を定めるに当たつて、合衆国政府は合衆国の法律の許容する範囲内において各魚種についての漁業に係る経済的条件を特に考慮するものと了解される。

8　第十三条に関し、合衆国政府の代表者は、協定に基づく漁獲活動から生ずるいかなる訴訟についても、裁判所に対して、合衆国の漁業規則の違反に対する刑に禁錮刑が含まれないよう勧告するものと了解される。ただし、正当に権限を有する取締官に対する暴力行為又は乗船若しくは検査の拒否のような取締りに関連する違反の場合は、この限りでない。

9　合衆国政府及び日本国政府は、まぐろ類及び相互に関心を

における協力（漁業の発展、水産物貿易及び漁獲割当てに関するものを含む。）の安定を相当の期間にわたつて図ることがそれぞれの国の産業にとつて利益となるものであることを認めた。

5 合衆国政府の代表者は、第六条の規定は求められることのある協力及び援助の種類を記述しているものであることを述べた。

合衆国政府の代表者は、また、合衆国政府が、第四条2の規定に基づいて日本国の漁船に割り当てられる部分を決定するに当たつて、日本国政府が第六条の規定に基づいて行う漁業の分野における協力及び援助のための努力に適当な考慮を払わなければならないことに留意した。

6 第七条に関し、合衆国政府の代表者は、漁業保存水域の外

業の継続の必要性に妥当な考慮を払うことを強く要請した。

合衆国政府の代表者は、合衆国の水産業の迅速かつ十分な発展が同国の経済にとつて重要であることを強調し、合衆国政府がこの発展についての日本国の協力を重視していることを指摘した。

日本国政府の代表者は、合衆国政府が主として前文にいう発展についての協力を念頭に置いて第五条に掲げる基準を用いるであろうことに留意しつつ、合衆国政府が日本国の漁業者の過去における操業の実績に妥当な考慮を払うことを要請した。合衆国政府の代表者は、日本国政府の代表者によるこの要請に留意し、この要請が合衆国の法律の範囲内で考慮されるであろうことを表明した。

合衆国政府の代表者及び日本国政府の代表者は、漁業関係

が、日本国政府に対し、第四条及び第五条の規定に基づいて決定される日本国の漁船に対する各漁獲年についての割当予定量及びその定期的な割当予定日を可能な限り早期に通知することとなろうことを述べた。

合衆国政府の代表者は、また、日本国の関係国民による漁獲操業計画の立案及び合衆国の水産業の発展に対する日本国の関係国民の協力を容易にするため、合衆国政府が、合衆国の法律及び第五条の規定により行われる決定の範囲内において、割当ての実施に関し、柔軟に対応することができることを述べた。

4 第五条に関し、日本国政府の代表者は、日本国の水産業が同国の経済にとつて重要であることを強調し、合衆国政府が漁業保存水域内における日本国の漁船による安定的な漁獲操

さない公海の水域を意味するものと了解される。

2　合衆国政府の代表者及び日本国政府の代表者は、第三条に規定される定期的な両国政府間の協議の重要性を強調した。このことに関連して、合衆国政府の代表者は、合衆国政府が、第四条の規定に基づいて行う決定に関し、合衆国の法律の許容する範囲内において、日本国政府の表明する見解を考慮に入れることを述べた。

3　第四条2に関し、日本国政府の代表者は、日本国の関係国民にとつて年間操業計画を立てることが必要であり、そのことが漁業保存水域内における日本国の関係国民による漁獲操業の効率性及び合衆国の水産業の発展に対する協力の促進にとつて重要であることを述べた。

このことに関連して、合衆国政府の代表者は、合衆国政府

合意された議事録

アメリカ合衆国政府の代表者及び日本国政府の代表者は、本日署名されたアメリカ合衆国の地先沖合における漁業に関するアメリカ合衆国政府と日本国政府との間の協定（以下「協定」という。）に関連して、次のとおり記録することに合意した。

1　第二条1に関し、合衆国政府の代表者及び日本国政府の代表者は、国際法に従つて引かれた基線から測定して二百海里を超えない幅の海域に対して排他的漁業管轄権を主張する沿岸国の権利を両国政府が認めていることに留意した。

したがつて、同条1にいう「合衆国が認める同国以外の国の漁業管轄権の及ぶ水域の外側の水域」とは、前記の権利に基づいていかなる沿岸国が主張するいかなる漁業水域にも属

可証に定める条件に従つて漁獲することを認められる。この許可証は、個々の日本国の漁船に対して発給されるものとし、譲渡されてはならない。

6 日本国政府が合衆国政府に対して具体的な条件及び制限についての拒否の理由を通知した場合には、両国政府は、これにつき協議を行うことができる。日本国政府は、この協議の後、修正した申請を行うことができる。

3 合衆国政府は、各申請を審査し、必要となる条件及び制限並びに第九条の規定に基づき要求される料金を決定する。合衆国政府は、この決定を日本国政府に通知する。合衆国政府は、申請を承認しない権利を留保する。合衆国政府は、申請を承認しないこととするに当たつては、適当な場合には日本国政府と協議することに努める。

4 日本国政府は、3の通知を受けたときは、合衆国政府に対して、3にいう条件及び制限を受諾するか又は拒否するかを通知し、拒否する場合にはその拒否の理由を通知する。

5 日本国政府によつて3にいう条件及び制限が受諾され、かつ、関係料金が支払われたときは、合衆国政府は、前記の申請を承認し、日本国の各漁船のために許可証を発給する。この許可証の発給により、当該各漁船は、この協定及び当該許

う。

2　この申請には、次のことを明記する。

(a)　許可証を求めている漁船の船名及び公式番号又はその他の識別材料並びに当該漁船の所有者及び運航者の氏名及び住所

(b)　トン数、積載量、速度、加工設備、漁具の種類及び数量並びに当該漁船の漁獲の特性に関するその他の情報であつて要請されるもの

(c)　当該漁船が従事することを希望する各漁業の明細

(d)　当該許可証の有効期間内に当該漁船が予定している魚種別の漁獲量又は漁獲トン数

(e)　当該漁獲が行われる海域及び漁期

(f)　要請されるその他の関連情報（希望する転載区域を含む。）

附属書Ⅱ

申請及び許可の手続

合衆国が排他的漁業管理権を行使する生物資源の漁獲に日本国の漁船が従事することを認める各年ごとの許可証の申請及び発給は、次の手続に従つて行われる。

1　日本国政府は、合衆国政府に対し、この協定に従つて漁獲に従事することを希望する日本国の各漁船のために申請を行うことができる。この申請は、合衆国政府がこのために定める様式により行われる。日本国政府は、許可証の申請に当たつては、合衆国政府による許可証発給事務の効率的な実施に資するため、申請の数を最小にする必要性に妥当な考慮を払

従事することのできる日数の制限

4 使用することのできる漁具の種類又は使用することのできない漁具の種類に関する条件

5 1から4までに掲げる条件及び制限の実施を容易にすることを目的とした条件（適当な船位測定及び船名識別の装置の維持を含む。）

附属書Ⅰ

管理及び保存の措置

第四条3の規定に基づき合衆国政府によつて決定される措置には、特に、次のことを含めることができる。

1　漁獲が許可され若しくは制限され、又は特定された種類の漁船若しくは特定された種類及び数量の漁具による漁獲が条件とされる指定区域及び指定期間

2　区域、魚種、大きさ、数、重量、性別、混獲その他の要素を基礎とした漁獲量の制限

3　漁獲に従事することのできる漁船の数及び種類の制限又は漁船群に属する各漁船が指定区域において特定された漁業に

アメリカ合衆国政府のために

日本国政府のために

ことによつていつでもこの協定を終了させることができる。

以上の証拠として、下名は、各自の政府から正当に委任を受けてこの協定に署名した。

千九百八十二年九月十日にワシントンで、ひとしく正文である英語及び日本語により本書二通を作成した。

この協定のいかなる規定も、内水、領海、公海又は沿岸国の管轄権若しくは権限（漁業資源の管理及び保存に係るものを除く。）の範囲に関するいずれの政府の立場にも影響を与え、又はこれを害するものではない。

第十七条

この協定は、その効力発生のために必要な両国の国内手続が完了した後、両国政府の間の公文の交換によつて合意される日に効力を生じ、相互に受諾可能な方式による両国政府の間の合意によつて有効期間の延長がされない限り、千九百八十七年十二月三十一日まで効力を存続する。ただし、いずれの一方の政府も、他方の政府に対し十二箇月前に文書による予告を与える

する統計を含む。）を収集し及び報告することについて合衆国政府と協力する。

第十五条

合衆国政府が、日本国政府に対して、合衆国の国民及び漁船が日本国の漁業水域内において漁獲に従事することを希望することを表明する場合には、日本国政府は、相互主義に基づき、かつ、この協定に基づき定められた条件よりも制限的でない条件で当該漁獲を認める意図を有する。

第十六条

通じ、相互に関心を有する魚種に関する定期的な調査計画の策定について協力するものとし、及び相互の同意により調査計画を随時修正することができる。調査計画は、情報及び科学者の交換、将来の調査計画の準備及び進捗状況の検討のための科学者間の定期的な会合並びに共同研究に関するものを含むことができるが、これらに限るものではない。

3 漁業保存水域内において日本国の漁船上で通常の商業上の漁獲操業の間に調査を実施する場合においても、当該漁船の活動の性格は、漁獲から科学調査に変わるものではない。したがつて、当該漁船は、第九条に基づき許可証を取得することを必要とする。

4 日本国政府は、合衆国政府の定める手続に従つて生物統計上の情報及び漁業に関する資料（漁獲量及び漁獲努力量に関

本国政府に対し、その旨及びその後科された刑が外交上の経路を通じて速やかに通告される。

3　拿捕された日本国の漁船及び拘禁又は逮捕された当該漁船の乗組員は、合衆国の裁判所が決定する妥当な供託金又はその他の保証を条件として、速やかに釈放される。

第十四条

1　合衆国政府及び日本国政府は、合衆国が排他的漁業管理権を行使する生物資源の管理及び保存のために必要な科学調査の実施（相互に関心を有する魚種の管理及び保存のための入手可能な最良の科学的情報の収集を含む。）について協力する。

2　両国政府の権限のある機関は、時宜により通信又は会合を

る日本国の漁船が、正当に権限を有する合衆国の取締官による当該漁船への乗船及び当該漁船の検査を許容し及び助けること並びに合衆国の法律に従つて取締行為が行われる場合にはこれに協力することを確保するため、適当な措置をとる。

第十三条

1　合衆国は、この協定の定める要件又はこの協定に基づき発給される許可証に定める条件に違反する日本国の漁船又はその所有者若しくは運航者に対し、合衆国の法律に従い、妥当な刑を科する。

2　合衆国政府の当局によつて日本国の漁船が拿捕され又は日本国の漁船の乗組員が拘禁若しくは逮捕された場合には、日

5　漁具競合を最小にするため並びに日本国の漁船により引き起こされる合衆国の国民に係る漁船、漁具若しくは漁獲物の損失又は損傷及びその結果として生ずる経済的損失に対する迅速かつ十分な補償（合衆国の関係手続により決定される。）が当該合衆国の国民に対して行われることを確保するため、すべての必要な措置がとられること。

第十二条

日本国政府は、取締活動に関して合衆国政府を援助し、日本国の国民及び漁船がこの協定により定められる条件に従うことを確保するため、すべての適当な措置をとる。日本国政府は、合衆国が排他的漁業管理権を行使する生物資源の漁獲に従事す

日本国の各漁船に備え付けられ、かつ、使用可能な状態に維持されること。

3 指名された合衆国の視察員が、要請により、日本国の漁船への乗船を認められ、及び当該漁船にある間上級乗組員に与えられる待遇を与えられること、当該漁船の所有者、運航者及び乗組員が当該視察員の公務遂行について当該視察員と協力すること、並びに合衆国政府が当該漁船への当該視察員の乗船のために負担した費用の償還を受けること。

4 合衆国が排他的漁業管理権を行使する生物資源の漁獲活動から生ずるいかなる訴訟についても、日本国の漁船の所有者又は運航者に関して合衆国において発出される法律上の書面を受領し及び当該書面に回答する権限を有する代理人が選任され、かつ、合衆国内に置かれること。

の個別の許可及び規制に従う場合を除くほか、漁業保存水域内において、海産哺乳動物を脅かし、狩猟し、捕獲し若しくは殺し、又は、脅かし、狩猟し、捕獲し若しくは殺そうと試みることを差し控えることを確保する。

第十一条

日本国政府は、この協定に基づく漁業が行われるに当たつて次のことを確保するため、その権限の範囲内において、必要な措置をとる。

1 日本国の各漁船に対して漁獲を認める許可証が当該漁船の操舵室に明確に掲示されること。

2 合衆国政府の定める適当な船位測定及び船名識別の装置が

存水域内において漁獲に従事することを希望する日本国の各漁船のために許可証の申請を行うことができる。この申請は、附属書Ⅱの規定に従つて行われ、及び処理される。附属書Ⅱは、この協定の本文を改正することなく、両国政府の間の公文の交換による合意によつて修正することができる。合衆国政府は、当該許可証の発給及び漁業保存水域内における漁獲に関し料金の支払を要求することができる。

第十条

日本国政府は、日本国の国民及び漁船が、合衆国が締約国である海産哺乳動物に関する国際協定に別段の定めがある場合又は合衆国政府によつて定められた海産哺乳動物の混獲について

置をとる。

1　日本国の国民及び漁船が、この協定に従つて認められる場合を除くほか、合衆国が排他的漁業管理権を行使する生物資源の漁獲を差し控えること。

2　この協定に従つて漁獲を認められたすべての日本国の漁船が、この協定に基づき発給される許可証に定める条件及び合衆国の関係法令に従うこと。

3　いかなる漁業についても、第四条2(d)に掲げる割当量を超えないこと。

第九条

日本国政府は、合衆国政府に対し、この協定に従つて漁業保

第七条

合衆国政府及び日本国政府は、合衆国起源の遡河性魚種がその回遊域内の一部の水域で他国起源の遡河性魚種と混交している事実にかんがみ、千九百五十二年五月九日に東京で署名された北太平洋の公海漁業に関する国際条約（千九百七十八年四月二十五日に東京で署名された議定書による改正を含む。）が効力を失う場合には、遡河性魚種についての必要な保存措置に関して協議を行う。

第八条

日本国政府は、次のことを確保するため、すべての必要な措

第六条

日本国政府は、合衆国の水産物の輸入又は販売に対する障害を軽減又は除去すること、合衆国の水産物の日本国への進出のための技術的及び行政上の要件に関する情報を提供すること、経済に関する資料を提供すること、専門知識を分与すること、合衆国の水産業に対する収獲又は加工の技術の移転を容易にすること、適当な合弁事業その他の協力措置を容易にすること、日本国の事業者に対して合衆国との貿易及び合弁事業の機会について情報を提供すること並びにその他の適当な措置をとることにより、合衆国の水産業の発展及び合衆国の水産物の輸出の増大について合衆国と協力し、及び合衆国を援助する。

の程度

5 当該国が、合衆国の漁業者による漁獲操業との漁具競合を最小にすること及び合衆国の水産業の利益となる収獲又は加工の技術を移転することを含め、合衆国の健全なかつ経済性のある水産業の維持に貢献し、又はその成長を助長しているかどうか及びその貢献又は助長の程度

6 当該国の漁船が、当該漁業資源の漁獲に伝統的に従事してきたかどうか及びその従事の程度

7 当該国が、漁業調査及び漁業資源の識別について合衆国と協力し、及び貢献しているかどうか並びにその協力及び貢献の程度

8 合衆国政府が適当とみなすその他の事項

関税による障害若しくは関税以外のものによる障害を設けているかどうか及びその障害の程度又は他の方法により合衆国の魚類若しくはその製品の当該国の市場への進出を制限しているかどうか及びその制限の程度

2 当該国が、特に合衆国の加工業者又は合衆国の漁業者から魚類又はその製品を購入することにより現に存する及び新たな水産物貿易の機会を増大することについて合衆国と協力しているかどうか及びその協力の程度

3 当該国及び当該国の漁船が、合衆国により実施される漁業規則について合衆国と協力しているかどうか及びその協力の程度

4 当該国が、漁業保存水域内において収獲される魚類を当該国の国内消費のために必要としているかどうか及びその必要

ものとし、毎年、合衆国の法律に従つて過度の漁獲を防止するために必要な措置を決定する。措置に関する事項は、この協定の不可分の一部を成す附属書Ⅰに掲げる。

4　合衆国政府は、2及び3の決定を時宜を失することなく日本国政府に通知する。

第五条

漁業資源についての総漁獲可能量のうち合衆国以外の国（日本国を含む。）の漁船による収獲に供される余剰部分の決定に当たつては、合衆国政府は、合衆国の法律で定められた諸要素をその決定の基礎とする。諸要素は、次のことを含む。

1　当該国が、合衆国の魚類若しくはその製品の輸入に対して

2　合衆国政府は、魚種に影響する予見されなかつた事情により必要となる調整を行うことがあることを条件とし、及び合衆国の法律に従つて、毎年、次のことを決定する。

(a)　最適生産量を基礎とした各漁業資源についての総漁獲可能量（入手可能な最良の科学的証拠及び関連する社会的要素、経済的要素その他の要素を考慮して決定する。）

(b)　各漁業資源についての合衆国の漁船の収獲能力

(c)　各漁業資源についての総漁獲可能量のうち各年定期的に示される合衆国の漁船以外の漁船による収獲に供される部分

(d)　(c)の部分のうち、許可を受けた日本国の漁船による収獲に供される割当量

3　合衆国政府は、各漁業資源の最適生産を継続して達成する

合衆国政府及び日本国政府は、この協定の実施及び相互に関心を有する漁業の分野における一層の協力の発展（相互に関心を有する漁業に関する科学的資料の収集及び分析のための適当な多数国間機構の設立を含む。）に関し、定期的に両国政府間で協議を行う。

第四条

1　合衆国政府は、各漁業資源についての総漁獲可能量のうち合衆国の漁船によつて収獲されず日本国の漁船による収獲に供される部分（2に定めるところにより決定される。）を日本国の漁船が第九条の規定に基づき発給される許可証に定められる条件に従つて収獲することを認める意図を有する。

ているか、使用されるよう設備がされているか又は通常使用される種類の船舶その他の舟艇をいう。

(a) 漁獲

(b) 海上において一又は二以上の船舶が漁獲に関連する何らかの活動（準備、補給、貯蔵、冷蔵、輸送及び加工を含む。）をすることを援助し、又は補助すること。

8 「海産哺乳動物」とは、らっこ、海牛類、ひれ脚類及び鯨類を含む海洋の環境に形態学上適応している哺乳動物並びに北極ぐまのように主として海洋の環境に生息する哺乳動物をいう。

第三条

の境界がいずれの点をとつても同国の領海の幅が測定される基線から二百海里となるように引かれた線からなる水域をいう。

6 「漁獲」とは、次の(a)から(d)までをいう。ただし、科学調査活動その他の公海の合法的な使用は含まない。

(a) 魚類を採捕すること。

(b) 魚類を採捕しようと試みること。

(c) 魚類を採捕する結果になると合理的に予想し得るその他の活動

(d) (a)から(c)までに掲げる活動を直接に補助し、又は準備するための海上における作業（補給、貯蔵、冷蔵、輸送及び加工を含む。）

7 「漁船」とは、次の(a)又は(b)のいずれかのために使用され

保存水域内にあるもの及び合衆国が認める同国以外の国の漁業管轄権の及ぶ水域の外側の水域内にあるもののすべて並びに合衆国に属する大陸棚のすべての生物資源をいう。

2 「魚類」とは、ひれを有する魚類、軟体動物、甲殻類その他のすべての海産動植物（ただし、海産哺乳動物、鳥類及びその生活史の中で大洋の水域において広大な範囲にわたつて産卵しかつ回遊するまぐろ類を除く。）をいう。

3 「漁業資源」とは、管理及び保存のために単位として取り扱うことができ、かつ、地理的、科学的、技術的、リクリエーション上の及び経済的特性に基づき識別される一又は二以上の魚種をいう。

4 「漁業」とは、漁業資源の漁獲をいう。

5 「漁業保存水域」とは、合衆国の領海に接続し、その外側

この協定は、合衆国の地先沖合における両国政府が相互に関心を有する漁業資源の合理的な管理、効果的な保存及び最適生産の達成を促進し、並びに合衆国が排他的漁業管理権を行使する生物資源の日本国の国民及び漁船による漁獲に関する原則及び手続についての共通の了解を確立することを目的とする。

第二条

この協定において、

1 「合衆国が排他的漁業管理権を行使する生物資源」とは、漁業保存水域内のすべての魚類、合衆国の淡水水域又は河口水域で産卵し、外洋水域に回遊する遡河性魚種であつて漁業

及び保存に協力してきたこと並びに日本国の国民及び漁船が合衆国の地先沖合における生物資源の開発に協力し、及びその利用に従事してきたことを認め、

相互協力を継続し、かつ、更に発展させることを希望し、

合衆国の地先沖合における漁業資源の合理的な管理、保存及び最適生産の達成に関する両国政府の共通の関心を考慮し、

海洋及び漁業に関する国際法を考慮し、

合衆国が排他的漁業管理権を行使する生物資源であつて両国政府が相互に関心を有するものの漁獲に関する妥当な条件を確立することを希望して、

次のとおり協定した。

第一条

アメリカ合衆国の地先沖合における漁業に関するアメリカ合衆国政府と日本国政府との間の協定

アメリカ合衆国政府及び日本国政府は、

合衆国が、その距岸二百海里の内側に、同国がすべての魚類に対して排他的漁業管理権を行使する漁業保存水域を設定したこと並びに合衆国が、同国に属する大陸棚の生物資源に対して及び同国起源の遡河性魚種に対して排他的漁業管理権を行使していることを認め、

両国政府が千九百七十七年三月十八日にアメリカ合衆国の地先沖合における漁業に関する日本国政府とアメリカ合衆国政府との間の協定に署名したことを想起し、

日本国が合衆国の地先沖合における生物資源の合理的な管理

10481

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10481

ECONOMIC ASSISTANCE

Maharashtra Irrigation Technology and Management

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Agreement Between the
UNITED STATES OF AMERICA
and INDIA

Signed at New Delhi August 31, 1982

S9.10:

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INDIA

Economic Assistance: Maharashtra Irrigation Technology and Management

Agreement signed at New Delhi August 31, 1982;
Entered into force August 31, 1982.

A.I.D. Loan No. 386-T-232

A.I.D. Project No. 386-0481

PROJECT LOAN AND GRANT AGREEMENT

Between

THE PRESIDENT OF INDIA

and

THE UNITED STATES OF AMERICA

for

MAHARASHTRA IRRIGATION TECHNOLOGY AND MANAGEMENT

Dated: August 31, 1982

TIAS 10481

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[1] Not printed herein. The annex is deposited in the archives of the Department of State where it is available for reference.

A.I.D. Loan No. 386-T-232

A.I.D. Project No. 386-0481

Project Loan and Grant Agreement

Dated: August 31, 1982

Between

The President of India ("Cooperating Country")

And

The United States of America, acting through the Agency for International Development ("A.I.D.").

Article 1. The Agreement

The purpose of this Agreement is to set out the understandings of the parties named above ("Parties") with respect to the undertaking by the Cooperating Country of the Project described herein, and with respect to the financing of the Project by the Parties.

Article 2. The Project

SECTION 2.1. Definition of Project. The Project, which is further described in Annex 1, is intended to improve the efficiency of surface irrigation in the state of Maharashtra by the design and construction of approximately thirteen new prototype medium irrigation subprojects (MIPs) that will be used to test and demonstrate innovations in design, construction and operation of irrigation systems involving farmer/irrigators more actively in the process. Grant funds will finance training and technical assistance in appropriate technical areas as well as studies related to the project and a resident project coordinator. Loan funds will finance portions of the construction costs of the MIPs, and the Cooperating

Country will finance the remainder of such costs.

Annex 1, attached, amplifies the definition of the Project contained in this Section 2.1. Within the limits of the definition of the Project in this Section 2.1., elements of the amplified description stated in Annex 1 may be changed by written agreement of the authorized representatives of the Parties named in Section 9.2., without formal amendment of this Agreement.

Article 3. Financing

SECTION 3.1. The Grant; The Loan. To assist the Cooperating Country to meet the costs of carrying out the Project, A.I.D. pursuant to the Foreign Assistance Act of 1961, as amended,[1] agrees to provide up to Forty Seven Million United States ("U.S.") Dollars ($47,000,000) to support the Project, including Forty Four Million U.S. Dollars ($44,000,000) in Loan Funds and Three Million U.S. Dollars ($3,000,000) in Grant Funds. The aggregate amount of disbursements under the Loan is referred to as "Principal". The Loan and the Grant together are referred to as the "Assistance". The Assistance may be used to finance foreign exchange costs, as defined in Section 7.1., and Local Currency Costs, as defined in Section 7.2., of goods and services required for the Project.

SECTION 3.2. Cooperating Country Resources for the Project.

(a) The Cooperating Country agrees to provide or cause to be provided for the Project all funds, in addition to the Assistance, and all other resources required to carry out the Project effectively and in a timely manner.

[1] 75 Stat. 424; 22 U.S.C. §2151.

(b) The Cooperating Country agrees to provide a contribution during the period of this Project up to the equivalent of Forty Six Million U.S. Dollars ($46,000,000), including costs borne on an "in-kind" basis.

SECTION 3.3. Project Assistance Completion Date

(a) The "Project Assistance Completion Date" (PACD), which is March 31, 1987, or such other date as the Parties may agree to in writing, is the date by which the Parties estimate that all services financed under the Assistance will have been performed and all goods financed under the Assistance will have been furnished for the Project as contemplated in this Agreement.

(b) Except as A.I.D. may otherwise agree in writing, A.I.D. will not issue or approve documentation which would authorize disbursement of the Assistance for services performed or for goods furnished for the Project, as contemplated in this Agreement, subsequent to the PACD.

(c) Requests for disbursement, accompanied by necessary supporting documentation prescribed in Project Implementation Letters, are to be received by A.I.D. or any bank described in Section 8.1. no later than nine (9) months following the PACD, or such other period as A.I.D. agrees to in writing. After such period, A.I.D., giving notice in writing to the Cooperating Country may at any time or times reduce the amount of the Assistance by all or any part thereof for which requests for disbursement, accompanied by necessary support-

ing documentation prescribed in Project Implementation Letters, were not received before the expiration of said period.

Article 4. Loan Terms

SECTION 4.1. Interest. The Cooperating Country will pay A.I.D. interest which will accrue at the rate of two percent (2%) per annum for ten years following date of the first disbursement of the Loan hereunder and at the rate of three percent (3%) per annum thereafter on the outstanding balance of Principal and on any due and unpaid interest. Interest on the outstanding balance will accrue from the date (as defined in Section 8.5) of each respective disbursement of the Loan, and will be payable semiannually. The first payment of interest will be due and payable no later than six (6) months after the first disbursement of the Loan, on a date to be specified by A.I.D.

SECTION 4.2. Repayment. The Cooperating Country will pay to A.I.D. the Principal within forty (40) years from the date of the first disbursement of the Loan in sixty-one (61) approximately equal semi-annual instalments of Principal and interest. The first instalment of Principal will be payable nine and one-half (9-1/2) years after the date on which the first interest payment is due in accordance with Section 4.1. A.I.D. will provide the Cooperating Country with an amortization schedule in accordance with this Section after the final disbursement under the Loan.

SECTION 4.3. Application, Currency, and Place of Payment.

All payments of interest and Principal hereunder will be made in U.S. Dollars and will be applied first to the payment of interest

due and then to the repayment of Principal. Except as A.I.D. may otherwise specify in writing, payments will be made to the Controller, Office of Financial Management, Agency for International Development, Washington, D.C. 20523, U.S.A., and will be deemed made when received by the Office of Financial Management.

SECTION 4.4. Prepayment. Upon payment of all interest and any refunds then due, the Cooperating Country may prepay, without penalty, all or any part of the Principal. Unless A.I.D. otherwise agrees in writing, any such prepayment will be applied to the instalments of Principal in the inverse order of their maturity.

SECTION 4.5. Renegotiation of Terms.

(a) The Cooperating Country and A.I.D. agree to negotiate, at such time or times as either may request, an acceleration of the repayment of the Loan in the event that there is any significant and continuing improvement in the internal and external economic and financial position and prospects of the Cooperating Country which enable it to repay the Loan on a shorter schedule.

(b) Any request by either Party to the other to so negotiate will be made pursuant to Section 9.1., and will give the name and address of the person or persons who will represent the requesting Party in such negotiations.

(c) Within thirty (30) days after delivery of a request to negotiate, the requested Party will communicate to the other, pursuant to Section 9.1., the name and address of the person or persons who will represent the requested Party in such negotiations.

(d) The representatives of the Parties will meet to carry on negotiations no later than thirty (30) days after delivery of the requested Party's communication under sub-section (c). The negotiations will take place at a location mutually agreed upon by the representatives of the Parties.

SECTION 4.6. Termination on Full Payment. Upon payment in full of the Principal and any accrued interest, this Agreement and all obligations of the Parties hereunder will terminate, except with respect to any obligations arising out of the expenditure of Grant funds.

Article 5. Conditions Precedent to Disbursement

SECTION 5.1. First Disbursement. Prior to the first disbursement of the Assistance, or to the issuance by A.I.D. of documentation pursuant to which disbursement will be made, the Cooperating Country will, except as A.I.D. may otherwise agree in writing, furnish to A.I.D. in form and substance satisfactory to A.I.D.:

(a) An opinion of counsel acceptable to A.I.D. that this Agreement has been duly authorized and/or ratified by, and executed on behalf of the Cooperating Country and that it constitutes a valid and legally binding obligation of the Cooperating Country in accordance with all of its terms.

(b) A statement of the names of the persons holding or acting in the Ministry of the Cooperating Country specified in Section 9.2., and a specimen signature of each person specified in such statement.

SECTION 5.2. Disbursement for Construction. Prior to any disbursement for individual construction activities under this Assistance or to the issuance by A.I.D. of documentation pursuant to which such disbursement will be made, the Cooperating Country shall, except as A.I.D. may otherwise agree in writing, furnish in form and substance satisfactory to A.I.D. detailed drawings and specifications for all types of structures and facilities to be constructed.

SECTION 5.3. Notification. When A.I.D. has determined that the conditions precedent specified in Section 5.1. have been met, it will promptly notify the Cooperating Country.

SECTION 5.4. Terminal Dates for Conditions Precedent. If all of the Conditions specified in Section 5.1. have not been met within ninety days from the date of this Agreement, or such later date as A.I.D. may agree to in writing, A.I.D., at its option, may terminate this Agreement by written notice to the Cooperating Country.

Article 6. Special Covenants

SECTION 6.1. Except as the Parties may otherwise agree in writing, the Cooperating Country agrees that the following actions, in form and substance satisfactory to both parties, will be undertaken:

(a) Provision of sufficient funds, through the Irrigation and Agriculture Departments or such other departments of the Government of Maharashtra as may be appropriate, when needed, to complete all aspects of the Project in accordance with the budget and schedule as agreed by the parties.

(b) Provision of sufficient resources in the Seventh Five Year Plan for the period 1985 to 1990 to complete all subproject MIPs in timely fashion. Such resources will be made available as needed to both the Irrigation and Agriculture Departments of the Government of Maharashtra in accordance with the illustrative budgets and schedules in the Project Paper.

(c) Establishment of a special unit within the Irrigation Department of the Government of Maharashtra and of staffing in such unit to coordinate and assist in managing and monitoring all project activities.

(d) Establishment of an adequate number of positions and the posting of experienced, qualified staff filling those positions at the field level, to implement all project activities satisfactorily and in accordance with the project schedules and budgets established for approved subproject MIPs.

(e) Support for the prototype concept being advanced under this project through the use of demonstration chaks, technical collaboration and special studies, and utilization of the technological innovations and findings arising out of the project to improve new and existing irrigation facilities throughout the state wherever feasible.

Article 7. Procurement Source.

SECTION 7.1. Foreign Exchange Costs. Disbursements pursuant to Section 8.1 will be used exclusively to finance the costs of goods and services required for the Project having their source and origin in countries included in Code 941 of the A.I.D. Geographic Code Book as in effect at the time orders are placed or contracts entered into for such goods and services where Loan financed, and in the United States Code 000 of the A.I.D. Geographic Code Book as in effect at the time orders are placed or contracts entered into for such goods or services where Grant financed, ("Foreign Exchange Costs"), except as A.I.D. may otherwise agree in writing, and except as provided in the Standard Provision Annex, C.1 (a) with respect to ocean shipping and Section C.1 (b) with respect to marine insurance.

SECTION 7.2. Local Currency Costs. Disbursements pursuant to Section 8.2 will be used exclusively to finance the costs of goods and services required for the Project having their source and except as A.I.D. may otherwise agree in writing, their origin in India ("Local Currency Costs"). To the extent provided for under this Agreement, Local Currency Costs may also include the provision of local currency resources required for the Project.

Article 8. Disbursements.

SECTION 8.1. Disbursement for Foreign Exchange Costs. After satisfaction of conditions precedent, the Cooperating Country may obtain disbursement of funds under the Assistance for the Foreign

Exchange Costs of goods or services required for the Project in accordance with the terms of the Agreement, by such of the following methods as may be mutually agreed upon:

(1) by submitting to A.I.D., with necessary supporting documentations as prescribed in Project Implementation Letters, (a) requests for reimbursement for such goods or services, or, (b) requests for A.I.D. to procure commodities or services in the Cooperating Country's behalf for the Project; or

(2) by requesting A.I.D. to issue Letters of Commitment for specified amounts (a) to one or more U.S. banks, satisfactory to A.I.D. committing A.I.D. to reimburse such bank or banks for payments made by them to contractors or suppliers, under Letters of Credit or otherwise, for such goods or services, or (b) directly to one or more contractors or suppliers, committing A.I.D. to pay such contractors or suppliers, through Letters of Credit or otherwise, for such goods or services.

Banking charges incurred in connection with Letters of Commitment and Letters of Credit shall be for the account of the Cooperating Country and may be financed under the Assistance.

SECTION 8.2. Disbursement for Local Currency Costs.

(a) After satisfaction of conditions precedent, the Cooperating Country may obtain disbursement of funds under the Assistance for Local Currency Costs required for the Project in accordance with the terms of this Agreement, by submitting to A.I.D., with necessary

supporting documentation as prescribed in Project Implementation Letters, requests to finance such costs;

(b) The local currency needed for such disbursement hereunder shall be purchased by A.I.D. with U.S. Dollars from the Reserve Bank of India. The U.S. dollar equivalent of the local currency made available hereunder will be the amount of U.S. dollars required by A.I.D. to obtain the local currency.

SECTION 8.3. Other Forms of Disbursement. Disbursement of the Assistance may also be made through such other means as the Parties may agree to in writing.

SECTION 8.4. Rate of Exchange. If funds provided under the Assistance are introduced into India by A.I.D. or any public or private agency for purposes of carrying out obligations of A.I.D. hereunder, the Cooperating Country will make such arrangements as may be necessary so that such funds may be converted into currency of India at the highest rate of exchange which, at the time the conversion is made, is not unlawful in India.

SECTION 8.5. Date of Disbursement. Disbursement by A.I.D. will be deemed to occur (a) on the date on which A.I.D. makes a disbursement to the Cooperating Country or its designee, or to a bank, contractor or supplier pursuant to a Letter of Commitment, contract, or purchase order; (b) on the date on which A.I.D. disburses to the Cooperating Country or its designee local currency acquired in accordance with Section 8.2.(b).

Article 9. Miscellaneous

SECTION 9.1. Communications. Any notice, request, document or other communication submitted by either Party to the other under this Agreement will be in writing or by telegram or cable, and will be deemed duly given or sent when delivered to such Party at the following address:

To the Cooperating Country:

Mail Address:	Secretary to the Government of India Department of Economic Affairs Ministry of Finance New Delhi.
Alternate Address for telegrams:	ECOFAIRS, New Delhi.

To A.I.D.

Mail Address:	Mission Director USAID American Embassy West Building New Delhi.
Alternate Address for telegrams:	USAID, New Delhi.

All such communications will be in English, unless the Parties otherwise agree in writing. Other addresses may be substituted for the above upon the giving of notice.

SECTION 9.2. Representatives. For all purposes relevant to this Agreement, the Cooperating Country will be represented by the individual holding or acting in the office of Joint Secretary, Department of Economic Affairs, Ministry of Finance and A.I.D. will be represented by the individual holding or acting in the office of

Mission Director, each of whom, by written notice, may designate additional representatives for all purposes other than exercising the power under Section 2.1. to revise elements of the amplified description in Annex 1. The names of the representatives of the Cooperating Country, with specimen signature, will be provided to A.I.D., which may accept as duly authorized any instrument signed by such representatives in implementation of this Agreement, until receipt of written notice of revocation of their authority.

SECTION 9.3. Standard Provisions Annex. A "Combined Loan and Grant Standard Provision Annex" (Annex 2) is attached to and forms part of this Agreement.[1]

SECTION 9.4. Language of Agreement. This Agreement is prepared in both English and Hindi.[2] In the event of ambiguity or conflict between the two versions, the English language version will be used for final interpretation.

IN WITNESS WHEREOF, the Cooperating Country and United States of America, each acting through its duly authorized representative, have caused this Agreement to be signed in their names and delivered as of the day and year first above written.

THE PRESIDENT OF INDIA	THE UNITED STATES OF AMERICA
By Yogesh Chandra	By Priscilla M. Boughton
Name: Yogesh Chandra	Name: Priscilla M. Boughton
Title: Joint Secretary Department of Economic Affairs Ministry of Finance	Title: Director United States Agency for International Development India

[1] See footnote 1, p. 4.
[2] Not printed in the Hindi language.

Annex 1

A.I.D. Loan No. 386-T-232

A.I.D. Project No. 386-0481

Project Description

The project will improve the efficiency of surface irrigation in Maharashtra. Irrigation systems will be designed to accommodate more closely the needs of farmers and their crops; the potential of individual systems will be more fully exploited; greater emphasis will be placed on the equitable distribution of water among all participating farmers within an irrigation system; the available water will be more efficiently used, resulting in greater quantities of crops being produced. Thus overall agricultural production and rural incomes will be improved.

This will be done through specialized training of technicians, engineers, economists and agronomists involved in the design, construction and operation of medium irrigation systems in Maharashtra and by applying what has been learned in the planning, construction, operation and management of thirteen new prototype irrigation systems. Some highly specialized training will be done in the United States, but most will be done in India with a focus on system diagnosis improvement and monitoring. Also, special studies will be undertaken to examine certain key problems constraining the optimal use of irrigation facilities, and these findings, too, will be applied and tested on the thirteen prototypes.

Demonstration "chaks", or primary irrigation areas, will be established in each prototype, to test and demonstrate innovations arising from the training and studies.

The best of U.S. and Indian irrigation technology will be drawn on in the design and operation of these prototype projects. The most successful prototypes will be used to refine technology and to serve as demonstration models to guide in the design of new systems, both with respect to physical structures as well as managerial systems.

The objective is to make irrigation water available to all potential users within a command area, when and where it is needed, in sufficient quantities; to tie its control more closely to crop needs, and to coordinate irrigation more closely with the other inputs required by farmers for optimal crop production and marketing.

The prototype approach being followed through this project, with its focus on the productive end of the system, will help to link all aspects of an irrigation system -- the headworks, distributaries and on-farm development -- into an integrated whole the purpose of which is to serve all farmers, down to the last one at the tail end of the system.

A grant of $3 million will fully finance training, both in India and in the United States, in planning, design, construction and operation of irrigation networks, water management in irrigated agriculture, and water resources systems analysis and management. In addition, special studies of key problems relating to irrigation efficiencies will be grant financed. The studies will be of actual problems on real irrigation systems. Their findings will be documented in technical reports prepared for and distributed to irrigation and agricultural specialists throughout India and in shorter, less technical summaries prepared for and distributed to policy makers. This will be done through Government of Maharashtra channels and through the Central Water Commission to other states throughout India. A resident project coordinator will help to arrange the training and studies, and will plan and arrange short term technical assistance. The details of training and special studies will be jointly worked out by AID/GOI/GOM.

An AID loan of $44 million will finance two-thirds of eligible construction costs incurred during the five year life of the project, roughly half of total costs incurred during that period.

The outputs of the project that will lead to improved efficiency of surface irrigation are as follows:

a. Training of personnel in a variety of specialized disciplines to improve their contributions to the design, construction and operation of these systems;

b. special studies of key problems and application of their findings to the project's prototype systems;

c. support for collaboration between U.S. and Indian irrigation specialists; and

d. support for construction of approximately thirteen medium irrigation projects in each of the various agro-climatic zones of Maharashtra, to serve as prototypes to test and demonstrate innovations in the design, construction, operation and maintenance of surface irrigation systems.

Workshops in the design of chaks and water management studies to be financed under the project will begin shortly after obligation of the project. Existing MIPs in Maharashtra will be used for demonstration purposes. The activities will be targeted to personnel of the GOM who will be assigned to field establishment offices at each of the prototype MIPs, including both Irrigation and Agriculture Department personnel as well as Agriculture Extension Officers who are responsible for direct farmer contacts. The field workshops will focus not only on optimum layout of watercourses, but also, and more importantly, on how to engage the participation of the prospective beneficiaries in this process. The core activity of the workshops will involve on-the-ground examinations of existing systems.

These workshops and studies will be concentrated in the first project year and spread over to subsequent years as may be decided by AID/Cooperating Country/GOM. After the first batch of three prototype MIPs has been approved and construction initiated, participants in the workshops will be assigned to the field establishment to apply what they have learned to the new MIPs. This new cadre will include an interdisciplinary mix of skills including farmer extension and irrigated technology. At least one demonstration chak will be designed, constructed and operated in each prototype, as soon as possible after construction has begun. The field establishment personnel, in consultation with their parent Agriculture and Irrigation Departments, CWC and USAID, will identify potential demonstration chaks in areas where water can be delivered as soon as the reservoir and main channel is operational. They will involve the prospective beneficiaries in the initial design of the chak, in the establishment of farmers' organizations for the operation and maintenance of the chaks and will work out the beneficiaries' contribution to construction and operation of the chak. Contributions can be in the form of construction labor and/or water charges.

When the demonstration chak has been set up, organizations established and contributions identified, and when water delivery begins, the field establishment personnel will remain at site to assure continued efficient operation, to work out any unforeseen difficulties, and to encourage the demonstration of the chak to all other prospective beneficiaries within the MIP command area.

Additional chaks will be designed similarly, applying what has been learned not only in the initial workshops but also with the experience gained in setting up the demonstration chaks.

This process will be repeated in each of the thirteen prototype MIPs.

At the completion of this five year project, a substantial portion of the professional staff of the Irrigation and Agriculture Departments of the Government of Maharashtra will have participated in the development and application of new concepts of planning, design, construction and operation of surface irrigation systems. The central element of the new approach will be the end-user, the farmer, and his needs, and the importance of involving him actively at every stage of the building process, from initial planning through construction to operation and maintenance. Studies of major constraints to efficient use of irrigation infrastructure, from technical design aspects to organization and management of water users, will have been completed, and their findings incorporated into the GOM's criteria and procedures for building and operating surface irrigation systems.

In order to consolidate and strengthen these new concepts, approximately thirteen prototype medium irrigation systems will have been planned and designed under the project, and construction initiated, applying what has been learned. Farmers will be actively involved in the planning, design, and construction of each of the prototypes, and in the operating and maintenance of demonstration chaks (individual irrigation service areas) completed during the LOP. These demonstration chaks will show policy makers, technicians and farmers how real MIPs can work -- efficiently, equitably, with farmers assuming major portions of responsibility for the entire process. The demonstration chaks, the first of which will be operational after the third year, will help to test, perfect and spread the concept, not only throughout the rest of the thirteen prototypes as additional chaks become operational, but also throughout other planned and existing irrigation systems in Maharashtra and elsewhere in India as well.

Construction of the approximately thirteen prototypes, using improved designs and oriented towards the needs of the users, will be well along. Each of the thirteen systems will require a minimum of seven years from the beginning of construction to completion, so given a five year life of project, none will be fully operational by the Project Assistance Completion Date (PACD). However, demonstration chaks will be functioning in majority of the prototypes commensurate with the release of irrigation water.

SUMMARY COST ESTIMATE AND FINANCIAL PLAN
1982-1987
($'000)

Project Element (1)		A. I. D. Loan (2)	A. I. D. Grant (3)	A. I. D. Total (4)	Govt. of Maharashtra GOM/ID (5)	Govt. of Maharashtra GOM/AD (6)	Govt. of Maharashtra Total (7)	Grand Total (8)
MIP Construction								
	FX		-					
	LC	44,000.00	-	44,000.00	44,000.00	2,192.00	46,192.00	90,192.00
	T	44,000.00	-	44,000.00	44,000.00	2,192.00	46,192.00	90,192.00
Studies								
	FX	-	806.00	806.00	-	-	-	806.00
	LC	-	606.56	606.56	-	-	-	606.56
	T	-	1,412.56	1,412.56	-	-	-	1,412.56
Training								
	FX	-	19.46	19.46	-	-	-	19.46
	LC	-	55.51	55.51	-	-	-	55.51
	T	-	74.97	74.97	-	-	-	74.97
Yarmeca Systems Analysis								
	FX	-	1,040.10	1,040.10	-	-	-	1,040.10
	LC	-	-	-	-	-	-	-
	T	-	1,040.10	1,040.10	-	-	-	1,040.10
Liaison, Coordination								
	FX	-	286.00	286.00	-	-	-	286.00
	LC	-	82.78	82.78	-	-	-	82.78
	T	-	368.78	368.78	-	-	-	368.78
Contingency								
	FX	-	-	-	-	-	-	-
	LC	-	103.59	103.59	-	-	-	103.59
	T	-	103.59	103.59	-	-	-	103.59
Total								
	FX	-	2,151.60	2,151.60	-	-	-	2,151.60
	LC	44,000.00	848.40	44,848.40	44,000.00	2,192.00	46,192.00	91,040.40
	T	44,000.00	3,000.00	47,000.00	44,000.00	2,192.00	46,192.00	93,192.00
Required to complete MIPs								
	FX	-	-	-	-	-	-	-
	LC	-	-	-	88,220.00	16,228.00	104,448.00	104,448.00
	T	-	-	-	88,220.00	16,228.00	104,448.00	104,448.00
TOTAL								
	FX	-	2,151.60	2,151.60	-	-	-	2,151.60
	LC	44,000.00	848.40	44,848.40	132,220.00	18,420.00	150,640.00	195,488.40
	T	44,000.00	3,000.00	47,000.00	132,220.00	18,420.00	150,640.00	197,640.00

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DEFENSE

Service Personnel Exchange

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Memorandum of Understanding
Between the
UNITED STATES OF AMERICA
and SINGAPORE

Signed at Singapore and Washington
July 19 and September 1, 1982

S 9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89-497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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SINGAPORE

Defense: Service Personnel Exchange

Memorandum of understanding signed at Singapore and Washington July 19 and September 1, 1982;
Entered into force September 1, 1982.

MEMORANDUM OF UNDERSTANDING ON THE EXCHANGE OF SERVICE PERSONNEL BETWEEN THE UNITED STATES NAVY AND REPUBLIC OF SINGAPORE AIR FORCE AND ON THE GENERAL CONDITIONS WHICH WILL APPLY TO THE EXCHANGE OF SUCH PERSONNEL

1. Purpose. The Personnel Exchange Program between the United States Navy and the Republic of Singapore Air Force has been established for the purpose of providing a system of mutual exchange of personnel between the two Services. It is designed to establish an active relationship between the U. S. Navy and the Republic of Singapore Air Force by which the experience, professional knowledge and doctrine of the Services are shared to the maximum extent permissible under existing policies of the United States and the Republic of Singapore.

2. Selection criteria. Officers selected for exchange duty shall be those who have demonstrated capabilities for future higher command and staff positions, who are well versed in the practices and doctrines of their Service, and are particularly qualified through experience for the exchange position which they will fill.

3. Tour of duty. The normal tour of duty for exchange personnel, exclusive of travel time between countries, will be for a period of two years. Any time required for a formal course of instruction will be in addition to the normal tour. Exceptions and/or adjustments of individual tours will be based on mutual agreement between the participating Services.

4. Number of military personnel to be exchanged. The number of personnel to be exchanged at any one time will be as agreed between the Chief of Naval Operations for the U. S. Navy and the Commander, Republic of Singapore Air Force for the Republic of Singapore Air Force.

5. Duties. Exchange personnel will be assigned duties by the host Service which are agreeable to the parent Service. Such personnel should function fully as a member of the unit to which they are assigned. The host Service, however, will undertake not to place exchange personnel in duty assignments in which direct hostilities with forces of third states are likely or in operations with which the parent Government may not wish to be associated. Should hostilities occur unexpectedly, involving a unit to which exchange personnel are assigned, such personnel should not be employed in the active operations of the hostilities without prior approval from the parent Service, except in extraordinary circumstances in which communication cannot be reasonably established with the parent Service and the exchange personnel are considered essential in the operations of the unit employed. In the latter extraordinary circumstances, the host Service will make every effort to remove personnel from active participation in the hostilities of the unit.

6. Administration and control. Exchange personnel will be administered and controlled as prescribed by the parent Services:

a. U. S. Navy personnel on exchange duty with the Republic of Singapore Air Force will be under the administration and control of the U. S. Naval Attache, Singapore.

b. Republic of Singapore Air Force personnel on exchange duty with the U. S. Navy will be under the administration and control of the Republic of Singapore Embassy, Washington, D. C.

7. Discipline. Exchange personnel will comply with the regulations, orders, instructions and customs of the host Service insofar as they are applicable. Exchange personnel are subject to the commands of the officers senior to them in rank in the host Service. Personnel committing an offense under the laws of either the parent or the host Service may be withdrawn from the exchange program with a view toward further administrative or disciplinary action taken by the parent Service when considered necessary. Disciplinary action, however, shall not be taken by the host Service against exchange personnel. The respective Services shall cooperate whenever possible in the carrying-out of administrative or disciplinary action against the offender by the parent Service. Nothing in this paragraph shall affect the applicability to exchange personnel of the laws administered by civil authorities in the host Nation.

8. Personal assessments. Reports on exchange personnel will be prepared in confidence in the form requested by the parent Service.

9. Professional proficiencies. The host Service will provide necessary facilities, wherever practicable, so that the exchange personnel may maintain their professional proficiencies in accordance with regulations of their parent Service.

10. Leave. Exchange personnel may be granted leave in accordance with the regulations of their parent Service, provided such leave is also approved by the proper authorities of the host Service.

11. Messing and quarters. The host Service may provide family-type or single quarters for exchange personnel, and their dependents, and messing facilities for exchange personnel, if available, on the same basis and to the same extent that it provides these amenities for its own personnel. In any case, the host Service will render all practicable assistance in locating and obtaining suitable housing for exchange personnel. Financial arrangements for messing and quarters are specified in paragraph 15.

12. Uniforms. Exchange personnel are to comply with the dress regulations of their Service and the Order of Dress for any occasion is to be that which most nearly conforms to the Order of Dress of the particular unit with which they are serving. Local commanding officers will not issue instructions to exchange personnel which cannot be complied with by reason of differences in dress regulations. Customs of the host Service will be observed with respect to the wearing of civilian clothes.

13. Security. The parent Service is to supply a certification of security clearance up to the level required by the exchange post. On receipt of this, the host Service will authorize exchange personnel to have access to such classified information as it considers to be necessary for the efficient performance of duties by exchange personnel. Exchange personnel must comply at all times with the security regulations of the host Service. Exchange personnel may be required to submit reports to their parent Service during their exchange service. All such reports must be given the security classification appropriate to their contents. No documents containing military information, classified or unclassified, other than personal records pertaining to the individual's parent Service, may be retained permanently by exchange personnel. This does not preclude the use of documents by individuals in the course of their duties. Exchange personnel may, however, request that documents pertaining to their duties, which they consider will be of use to their parent Service, be passed to that Service. Such request will be referred to the immediate host commanding officer of the requesting exchange personnel, who will forward it, together with the documents concerned, through the usual channels to appropriate host Service authorities (the Chief of Naval Operations in the case of Republic of Singapore Air Force exchange personnel serving with the U. S. Navy) for review and authorization. If the request is approved, the documents will be passed through the usual channels to the parent Service of the exchange personnel initiating the request. Documents for delivery to the U. S. Navy will be forwarded to the U. S. Naval Attache, Singapore. Documents for delivery to the Republic of Singapore Air Force will be forwarded to the Republic of Singapore Embassy, Washington, D. C. This procedure is designed to avoid:

a. any inaccurate or misleading information being passed to the parent Service;

b. embarrassment with a third country through the possible release of classified information without the agreement of the third country.

14. Disclosure of information to parent Service.

a. Information provided by either Government to the other in confidence, and such information produced by either Government

pursuant to this Memorandum requiring confidentiality, will either retain its original classification or be assigned a classification in accordance with national laws and regulations that will ensure a degree of protection against disclosure equivalent to that required by the other Government.

b. Each Government will take all lawful steps available to it to keep free from disclosure under any legislative provision without the consent of the other Government information exchanged in confidence under this Memorandum.

c. To assist in providing the desired protection, each Government will mark such information furnished to the other in confidence with a legend indicating the country of origin, the security classification, the conditions of release, that the information relates to this Memorandum and that it is furnished in confidence.

d. A recipient Government will not disclose or permit to be disclosed classified information received under this Memorandum to the Government of, or to organizations or nationals of, a third country, or any third party, except with the express consent of the originating Government.

15. Financial arrangements. The U. S. Navy and the Republic of Singapore Air Force have established the following financial arrangements for the U. S. Navy and the Republic of Singapore Air Force Personnel Exchange Program:

a. to the extent authorized by its laws and regulations governing that Service, the parent Service will, with respect to exchange personnel and their dependents and personal property, retain responsibility throughout the period of exchange for the following:

(1) Basic pay and cash allowances due the exchange personnel;

(2) All permanent change of station costs including per diem and other travel allowances;

(3) All temporary duty costs including per diem and other travel allowances when such travel is directed by the parent Service;

(4) Per diem and travel allowances, other than basic cost of transportation, when temporary duty is directed by the host Service;

(5) Compensation for loss of, or damage to, the uniform or other personal equipment of the exchange personnel;

(6) Cost of movement of dependents and household effects of exchange personnel as authorized by the parent Service;

(7) Cost of shipment of remains and funeral expenses in the event of death of the exchange personnel or dependent(s);

(8) Expenditures in connection with any special duty performed on behalf of the parent Service;

(9) Expenses incurred in the interests of dependents permitted to accompany or joining the exchange personnel.

b. The host Service will provide the following for exchange personnel and their dependents, and assume charges therefor, in accordance with and to the extent allowed by its laws and regulations:

(1) The basic cost of transportation when temporary duty is directed by the host Service. Per diem and other travel allowances will be paid by the parent Service;

(2) Cost of use of facilities to maintain flying proficiency;

(3) Costs incident to relocation of exchange personnel on a permanent basis from one duty station to another involving a change of locality, by order of the host Service, to include transportation in kind, allowances in lieu thereof, or reimbursement of actual transportation costs for the travel of the exchange personnel and their dependents; shipment of their household effects or reimbursement or allowances for personally-procurred shipping services; and payment of other allowances and expenses or indemnification associated with the transfer, as appropriate. All services, allowances, and reimbursements for the exchange personnel under this provision shall be equal in number, nature and amount to the benefits that the personnel of the host Service would receive under its pertinent laws and regulations incident to relocation involving the same circumstances;

(4) Medical and dental care for exchange personnel and their dependents. The costs of any treatment beyond the capability of the hospitals and facilities of the host Service, or outside the authority of the host Service to expend funds for, may be defrayed by the parent Service to the extent authorized by its regulations. Such cost must be otherwise borne by the exchange personnel concerned.

c. Exchange personnel who are furnished a cash allowance for subsistence or rations by the parent Service and who utilize messing facilities provided by the host Service will adhere to the cash sale procedures prescribed for personnel of the host Service, but in no event will exchange personnel be required to purchase meals, if members of the host Service are not also subject to the requirement or are not subject to loss of ration allowance.

d. Any charges for public quarters provided exchange personnel pursuant to paragraph 11 including charges assessed for certain personal services, such as laundry and linen services, will be billed by the host Service directly to the exchange personnel concerned.

16. Privileges of exchange officers.

a. To the extent authorized by the laws and regulations of the host Government, the following privileges will be available on a reciprocal basis to exchange officers and their dependents:

(1) Exemption from any tax by the host Government upon income received from the parent Government;

(2) Exemption from any customs, import duty, or similar tax levied upon articles entered for their official, personal, or family use, including inter alia their baggage, household effects and private motor vehicles;

(3) Purchasing and patronage privileges at military commissaries, exchanges, theaters and clubs on the same basis as equivalent personnel of the host Service.

b. The foregoing sub-paragraph does not in any way limit privileges set forth elsewhere in this Memorandum or other privileges granted by applicable laws and regulations of the host Government.

17. Reports.

a. Periodic or other reports which exchange personnel may be required to make by their own Service or which they wish to make concerning their exchange duties will be submitted as follows:-

(1) U. S. Navy personnel on exchange duty with the Republic of Singapore Air Force will forward their reports through their host commanding officer and appropriate host Service channels to the U. S. Naval Attache, Singapore, who will transmit such reports to the appropriate authorities of his country;

(2) Republic of Singapore Air Force personnel on exchange duty with the U. S. Navy will forward their reports through their host commanding officer, appropriate host Service channels and the Chief of Naval Operations to the Republic of Singapore Embassy, Washington, D. C., for transmission to the appropriate authorities in the Republic of Singapore.

b. The transmission channel in the host country is subject to the security provision set forth in paragraph 13.

18. Service sponsors.

a. Arrangements shall be made to ensure that exchange personnel are informed of their rights and obligations prior to their tour of duty with the host Service and they will be familiarized with the customs and any special conditions to be observed in the host country.

b. Each host Service will appoint representatives (to be known as Service sponsors) who will provide exchange personnel with assistance and advice in this respect. Preferably, Service sponsors should have the same rank as exchange personnel concerned.

19. Education. To the extent possible under national and local laws and regulations and to the extent that the parties to this Memorandum may be able to control, free education should be provided by the host Government for children of exchange personnel in the same manner and to the same extent as such facilities are provided for children of personnel of the host Service.

20. Resolution of disagreements. Any disagreement regarding the interpretation or application of this Memorandum will be resolved by consultation between the Governments concerned and will not be referred to an international tribunal or third party for settlement.

21. Effective date. This Memorandum will take effect on the day of last signature.

22. Termination. This Memorandum may be terminated in writing by either the United States Navy or the Republic of Singapore Air Force subject to six months prior notice being given, or may be terminated at any time by mutual agreement of both parties.

23. Continuing responsibilities. The responsibilities of the Governments involved regarding the use, safeguarding and disclosure to third parties of information exchanged or transferred under this Memorandum will continue to remain in effect after this Memorandum is terminated as if the Memorandum had not been terminated.

For the Republic of Singapore
Air Force

COL YEO PING YONG
Deputy Commander
RSAF

19 JULY 1982
Date signed

For United States
Navy

VADM LANDO W. ZECH, JR
Deputy Chief of
Naval Operations
US Navy

01 SEP 1982
Date signed

GPO 1985 48-714 (12800)

10483

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10483

AGRICULTURAL COMMODITIES

Agreement Between the
UNITED STATES OF AMERICA
and BANGLADESH

Signed at Dacca March 8, 1982

with

Agreed Minutes

and

Amending Agreements
Effected by Exchange of Letters
Signed at Dacca July 9 and 13, 1982

And Exchange of Letters
Signed at Dacca August 23 and 24, 1982

And Exchange of Letters
Signed at Dacca October 14, 1982

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NOTE BY THE DEPARTMENT OF STATE

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BANGLADESH

Agricultural Commodities

Agreement signed at Dacca March 8, 1982;
Entered into force March 8, 1982.
With agreed minutes.
And amending agreements
Effected by exchange of letters
Signed at Dacca July 9 and 13, 1982;
Entered into force July 13, 1982.
And exchange of letters
Signed at Dacca August 23 and 24, 1982;
Entered into force August 24, 1982.
And exchange of letters
Signed at Dacca October 14, 1982;
Entered into force October 14, 1982.

AGREEMENT

Between

The Government of the United States of America

And

The Government of the People's Republic of Bangladesh

For

Sales of Agricultural Commodities

Public Law 480, Title III

March 8, 1982

TITLE III AGREEMENT

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AGREEMENT BETWEEN THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF BANGLADESH
AND
THE GOVERNMENT OF THE UNITED STATES OF AMERICA
FOR SALES OF AGRICULTURAL COMMODITIES

The Government of the United States of America and the Government of the People's Republic of Bangladesh;

Recognizing the desirability of expanding trade in agricultural commodities between the United States of America (hereinafter referred to as the exporting country) and the People's Republic of Bangladesh (hereinafter referred to as the importing country) and with other friendly countries in a manner that will not displace usual marketings of the exporting country in these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with friendly countries;

Taking into account the importance to developing countries of their efforts to help themselves toward a greater degree of self-reliance, including efforts to meet their problems of food production and population growth;

Recognizing the policy of the exporting country to use its agricultural productivity to combat hunger and malnutrition in the developing countries, to encourage these countries to improve their own agricultural production, and to assist them in their economic development;

Recognizing the determination of the importing country to improve its own production, storage, and distribution of agricultural food products, including the reduction of waste in all stages of food handling;

Desiring to set forth the understandings that will govern the sales of agricultural commodities to the importing country pursuant to Title I of the Agricultural Trade Development and Assistance Act, as amended[1] (hereinafter referred to as the Act), and the measures that the two Governments will take individually and collectively in furthering the above-mentioned policies;

Have agreed as follows:

---

[1] 68 Stat. 455; 7 U.S.C. § 1701 *et seq.*

PART I. GENERAL PROVISIONS

ARTICLE I

A. The Government of the exporting country undertakes to finance the sale of agricultural commodities to purchasers authorized by the Government of the importing country in accordance with the terms and conditions set forth in this Agreement.

B. The financing of the agricultural commodities listed in Part II of this Agreement will be subject to:

1. the issuance by the Government of the exporting country of purchase authorizations and their acceptance by the Government of the importing country; and

2. the availability of the specified commodities at the time of exportation.

C. Application for purchase authorizations will be made within 90 days after the effective date of this Agreement, and, with respect to any additional commodities or amounts of commodities provided for in any supplementary agreement, within 90 days after the effective date of such supplementary agreement. Purchase authorizations shall include provisions relating to the sale and delivery of such commodities, and other relevant matters.

D. Except as may be authorized by the Government of the exporting country, all deliveries of commodities sold under this Agreement shall be made within the supply periods specified in the commodity table in Part II.

E. The value of the total quantity of each commodity covered by the purchase authorizations for a specified type of financing authorized under this Agreement shall not exceed the maximum export market value specified for that commodity and type of financing in Part II. The Government of the exporting country may limit the total value of each commodity to be covered by purchase authorizations for a specified type of financing as price declines or other marketing factors may require, so that the quantities of such commodity sold under a specified type of financing will not substantially exceed the applicable approximate maximum quantity specified in Part II.

F. The Government of the exporting country shall bear the ocean freight differential for commodities the Government of the exporting country requires to be transported in United States flag vessels (approximately 50 percent by weight of the commodities sold under the Agreement). The ocean freight differential is deemed to be the amount as determined by the Government of the exporting country, by which the cost of ocean

transportation is higher (than would otherwise be the case) by reason of the requirement that the commodities be transported in United States flag vessels. The Government of the importing country shall have no obligation to reimburse the Government of the exporting country for the ocean freight differential borne by the Government of the exporting country.

C. Promptly after contracting for United States flag shipping space to be used for commodities required to be transported in United States flag vessels, and in any event not later than presentation of the vessel for loading, the Government of the importing country or the purchasers authorized by it shall open a letter of credit, in United States dollars, for the estimated cost of ocean transportation for such commodities.

H. The financing, sale, and delivery of commodities under this Agreement may be terminated by either Government if that Government determines that because of changed conditions the continuation of such financing, sale, or delivery is unnecessary or undesirable.

ARTICLE II

A. Initial Payment:

The Government of the importing country shall pay, or cause to be paid, such initial payment as may be specified in Part II of this Agreement. The amount of this payment shall be that portion of the purchase price (excluding any ocean transportation costs that may be included therein) equal to the percentage specified for initial payment in Part II and payment shall be made in United States dollars in accordance with the applicable purchase authorization.

B. Currency Use Payment:

The Government of the importing country shall pay, or cause to be paid, upon demand by the Government of the exporting country in amounts as it may determine, but in any event no later than one year after the final disbursement by the Commodity Credit Corporation under this Agreement, or the end of the supply period, whichever is later, such payment as may be specified in Part II of this Agreement pursuant to Section 103(b) of the Act (hereinafter referred to as the Currency Use Payment). The currency use payment shall be that portion of the amount financed by the exporting country equal to the percentage specified for currency use payment in Part II. Payment shall be made in accordance with paragraph H and for purposes specified in Subsection 104(a), (b), (e) and (h) of the Act, as set forth in Part II of this Agreement. Such payment shall be credited against (a) the amount of each year's interest payment due during the period prior to the due date of the first installment payment, starting with the first year, plus (b) the combined payments of principal

and interest starting with the first installment payment, until the value of the currency use payment has been offset. Unless otherwise specified in Part II, no request for payment will be made by the Government of the exporting country prior to the first disbursement by the Commodity Credit Corporation of the exporting country under this Agreement.

C. Type of Financing:

Sales of the commodities specified in Part II shall be financed in accordance with the type of financing indicated therein. Special provisions relating to the sale are also set forth in Part II.

D. Credit Provisions:

1. With respect to commodities delivered in each calendar year under this Agreement, the principal of the credit (hereinafter referred to as principal) will consist of the dollar amount disbursed by the Government of the exporting country for commodities (not including any ocean transportation costs) less any portion of the initial payment payable to the Government of the exporting country.

The principal shall be paid in accordance with the payment schedule in Part II of this Agreement. The first installment payment shall be due and payable on the date specified in Part II of this Agreement. Subsequent installment payments shall be due and payable at intervals of one year thereafter. Any payment of principal may be made prior to its due date.

2. Interest on the unpaid balance of the principal due the Government of the exporting country for the commodities delivered in each calendar year shall be paid as follows:

a. In the case of Dollar Credit, interest shall begin to accrue on the date of last delivery of these commodities in each calendar year. Interest shall be paid not later than the due date of each installment payment of principal, except that if the date of the first installment is more than a year after such date of last delivery, the first payment of interest shall be made no later than the anniversary date of such date of last delivery and thereafter payment of interest shall be made annually and not later than the due date of each installment payment of principal.

b. In the case of Convertible Local Currency Credit, interest shall begin to accrue on the date of dollar disbursement by the Government of the exporting country. Such interest shall be paid annually beginning one year after the date of last delivery of commodities in each calendar year, except that if the installment payments for these commodities are not due on same anniversary of such date of last delivery, any such interest accrued on the due date of the first installment payment shall be

due on the same date as the first installment and thereafter such interest shall be paid on the dates of the subsequent installment payments.

3. For the period of time from the date the interest begins to the due date for the first installment payments, the interest shall be computed at the initial interest rate specified in Part II of this Agreement. Thereafter, the interest shall be computed at the continuing interest rate specified in Part II of this Agreement.

E. Deposit of Payments:

The Government of the importing country shall make, or cause to be made, payments, to the Government of the exporting country in the currencies, amounts, and at the exchange rates provided for in this Agreement as follows:

1. Dollar payments shall be remitted to the Treasurer, Commodity Credit Corporation, United States Department of Agriculture, Washington, DC 20250, unless another method of payment is agreed upon by the two governments.

2. Payments in the local currency of the importing country (hereinafter referred to as local currency), shall be deposited to the account of the Government of the United States of America in interest bearing accounts in banks selected by the Government of the United States of America in the importing country.

F. Sales Proceeds:

The total amount of the proceeds accruing to the importing country from the sale of commodities financed under this Agreement, to be applied to the economic development purposes set forth in Part II of the Agreement, shall be not less than the local currency equivalent of the dollar disbursement of the Government of the exporting country in connection with financing of the commodities (other than the ocean freight differential), provided, however, that the sales proceeds to be so applied shall be reduced by the currency use payment, if any, made by the Government of the importing country. The exchange rate to be used in calculating this local currency equivalent shall be the rate at which the central monetary authority of the importing country, or its authorized agent, sells foreign exchange for local currency in connection with the commercial import of the same commodities. Any such accrued proceeds that are loaned by the Government of the importing country to private or non-governmental organizations shall be loaned at rates of interest approximately equivalent to those charged for comparable loans in the importing country. The Government of the importing country shall furnish in accordance with its fiscal year budget reporting procedure, at such times as may be requested by the Government of the exporting country but not less often than annually, a

report of the receipt and expenditure of the proceeds, certified by the appropriate audit authority of the Government of the importing country, and in case of expenditures the budget sector in which they were used.

C. Computations:

The computation of the initial payment, currency use payment and all payments of principal and interest under this Agreement shall be made in United States dollars.

H. Payments:

All payments shall be in United States dollars or, if the Government of the exporting country so elects,

1. The payments shall be made in readily convertible currencies of third countries at a mutually agreed rate of exchange and shall be used by the Government of the exporting country for payment of its obligations or, in the case of currency use payments, used for the purposes set forth in Part II of this Agreement; or

2. The payments shall be made in local currency at the applicable exchange rate specified in Part I, Article III, G of this Agreement in effect on the date of payment and shall, at the option of the Government of the exporting country, be converted to United States dollars at the same rate, or used by the Government of the exporting country for payment of its obligations or, in the case of currency use payments, used for the purposes set forth in Part II of this Agreement in the importing country.

ARTICLE III

A. World Trade:

The two Governments shall take maximum precautions to assure that sales of agricultural commodities pursuant to this Agreement will not displace usual marketings of the exporting country in these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with countries the Government of the exporting country considers to be friendly to it (referred to in the Agreement as friendly countries). In implementing this provision the Government of the importing country shall:

1. Insure that total imports from the exporting country and other friendly countries into the importing country paid for with the resources of the importing country will equal at least the quantities of agricultural commodities as may be specified in the usual marketing table set forth in Part II during each import period specified in the table and

during each subsequent comparable period in which commodities financed under this Agreement are being delivered. The imports of commodities to satisfy these usual marketing requirements for each import period shall be in addition to purchases financed under this Agreement.

2. Take steps to assure that the exporting country obtains a fair share of any increase in commercial purchases of agricultural commodities by the importing country.

3. Take all possible measures to prevent the resale, diversion in transit, or transshipment to other countries or the use for other than domestic purposes of the agricultural commodities purchased pursuant to this Agreement (except where such resale, diversion in transit, transshipment of use is specifically approved by the Government of the United States of America).

4. Take all possible measures to prevent the export of any commodity of either domestic or foreign origin, which is defined in Part II of this Agreement, during the export limitation period specified in the export limitation table in Part II (except as may be specified in Part II or where such export is otherwise specifically approved by the Government of United States of America).

B. Private Trade:

In carrying out the provisions of this Agreement, the two Governments shall seek to assure conditions of commerce permitting private traders to function effectively.

C. Self-Help:

Part II describes the program the Government of the importing country is undertaking to improve its production, storage, and distribution of agricultural commodities. The Government of the importing country shall furnish in such form and at such time as may be requested by the Government of the exporting country, a statement of the progress the Government of the importing country is making in carrying out such self-help measures.

D. Reporting:

In addition to any other reports agreed upon by the two Governments, the Government of the importing country shall furnish at least quarterly for the supply period specified in Part II, Item I of this Agreement and any subsequent comparable period during which commodities purchased under this Agreement are being imported or utilized,

1. The following information in connection with each shipment

of commodities under the Agreement: the name of each vessel; the date of arrival; the port of arrival; the commodity and quantity received; and the condition in which received.

2. A statement by it showing the progress made toward fulfilling the usual marketing requirements.

3. A statement of the measures it has taken to implement the provisions of Sections A 2 and 3 of this Article; and

4. Statistical data on imports by country of origin and exports by country of destination, of commodities which are the same or like those imported under the Agreement.

E. Procedures for Reconciliation and Adjustment of Accounts:

The two Government shall each establish appropriate procedures to facilitate the reconciliation of their respective records on the amounts financed with respect to the commodities delivered during each calendar year. The Commodity Credit Corporation of the exporting country and the Government of the importing country may make such adjustments in the credit accounts as they mutually decide are appropriate.

F. Definitions:

For the purposes of this Agreement:

1. Delivery shall be deemed to have occurred as of the on-board date shown in the ocean bill of lading which has been signed or initialed on behalf of the carrier;

2. Import shall be deemed to have occurred when the commodity has entered the country, and passed through customs, if any, of the importing country; and

3. Utilization shall be deemed to have occurred when the commodity is sold to the trade within the importing country without restriction on its use within the country or otherwise distributed to the customer within the country.

G. Applicable Exchange Rate:

For the purposes of this Agreement, the applicable exchange rate for determining the amount of any local currency to be paid to the Government of the exporting country shall be a rate in effect on the date of payment by the importing country which is not less favorable to the Government of the exporting country than the highest exchange rate legally obtainable in the importing country and which is not less favorable to the

Government of the exporting country than the highest exchange rate obtainable by any other nation. With respect to local currency:

1. As long as a unitary exchange rate system is maintained by the Government of the importing country, the applicable exchange rate will be the rate at which the central monetary authority of the importing country, or its authorized agents, sells foreign exchange for local currency.

2. If a unitary rate system is not maintained, the applicable rate will be the rate (as mutually agreed by the two Governments) that fulfills the requirement of the first sentence of this Section G.

H. Consultation:

The two Governments shall, upon request of either of them, consult regarding any matter arising under this Agreement, including the operation of arrangements carried out pursuant to this Agreement.

I. Identification and Publicity:

The Government of the importing country shall undertake such measures as may be mutually agreed prior to delivery for the identification of food commodities at points of distribution in the importing country, and for publicity in the same manner as provided for in Subsection 103(1) of the Act.

PART II. PARTICULAR PROVISIONS:

Item I. Commodity Table:

Commodity	Supply Period (United States Fiscal Year)	Approximate Quantity	Maximum Export Market Value Dollars (Million)
Wheat	1982	175,000 MT	26.1
Soybean/ Cottonseed Oil	1982	30,000 MT	13.3
Rice	1982	23,000 MT	6.4
Cotton	1982	28,300 Bales	9.2

Item II. Payment Terms: Convertible Local Currency Credit (CLCC)

A. Initial Payment - None.

B. Currency Use Payment - None.

C. Currency Use Offset - Up to one hundred (100) percent of the value of financing provided under this Agreement plus interest to support the Food for Development Program identified in Annex B.

D. Number of Installment Payments - 31.

E. Amount of Each Installment Payment - Approximately equal annual amounts.

F. Due Date of the First Installment Payment - Ten (10) years after date of last delivery of commodities in each calendar year.

G. Initial Interest Rate - 2 percent.

H. Continuing Interest Rate - 3 percent.

Item III. Usual Marketing Table:

Commodity	Import Period (United States Fiscal Year)	Usual Marketing Requirement (Metric Tons)
Cotton	1982	100,000 Bales
Wheat	1982	0
Soybean/ Cottonseed Oil	1982	0
Rice	1982	0

Item IV. Export Limitations:

A. Export Limitation Period:

The export limitation period shall be United States Fiscal Year 1982, or any subsequent United States Fiscal Year during which commodities financed under this Agreement are being imported or utilized.

B. Commodities to Which Export Limitations Apply:

For the purpose of Part I, Article III A (4) of this Agreement, the commodities which may not be exported are:

1. For wheat - wheat, wheat flour, rolled wheat, semolina, farina, and bulgar (or the same product under a different name);

2. For soybean/cottonseed oil - all edible vegetable oils including peanut oil, sesame oil, rapeseed oil, and any other edible vegetable oil or oil bearing seeds from which those oils are produced;

3. Cotton - upland cotton, except Comilla variety and cotton textiles (including yarn and waste); and

4. Rice - rice in the form of paddy, brown, or milled.

Item V. Self-Help Measures:

A. The Government of Bangladesh agrees to undertake self-help measures to improve the production, storage, and distribution of agricultural commodities. The following self-help measures shall be implemented to contribute directly to development progress in poor rural areas and enable the poor to participate actively in increasing agricultural production through small farm agriculture.

B. The Government of Bangladesh agrees to undertake the following activities and in so doing to provide adequate financial, technical, and managerial resources for their implementation:

1. Encourage increased domestic production by:

a. Implementing the Medium-Term Foodgrain Production Plan with improved water control, particularly irrigation, as the spearhead of improved agricultural technology.

b. Continuing to encourage the private sector's contribution to producing, processing, distributing, and marketing of foodgrains. Similarly the private sector's role in the provision of agricultural inputs will continue to be increased. The private sector will continue to be

encouraged to invest in storage facilities for foodgrains and in the foodgrain trade. Credit available to the private sector for foodgrain production, input supplies, storage, and marketing will be expanded.

c. Pursuing agricultural research goals which contribute to the increase and diversification of food production.

d. Taking effective measures to strengthen the crop forecasting system and to disseminate agricultural research information to farmers through extension services and by other means.

2. Announce procurement prices for each major foodgrain crop before the planting season, setting the price at a level to cover all input costs plus a margin of profit sufficient to encourage investment in high yield variety (HYV) technology. Continue procurement operations whenever farmgate prices fall below procurement prices.

3. Maintain a reserve system to provide foodgrain security. The BDG agrees to improve and expand the Open Market Sales (OMS) Program as the release mechanism for the reserve program. OMS will both moderate price increases and provide reasonably priced foodgrains to consumers throughout the country.

4. Continue phasing down the ration system by (a) gradually moving prices upward to reduce the subsidy element, (b) reducing the rice portion of the ration and (c) lowering the total ration quota for individual cardholders.

5. Evaluate the operations of the vegetable oil market, including oil sales through the private sector and the oil used in the ration system.

6. Implement policies to foster private sector investment in the cotton spinning industry including announcement of elimination of the 12,500 spindle limitation applicable to new spinning mills. Cotton yarn produced from P.L. 480 financed cotton will be used to support the local weaving industry.

Item VI. Economic Development Purposes for which Proceeds Accruing to Importing Country are to be used:

A. The proceeds accruing to the Government of Bangladesh from the sale of commodities financed under this Agreement will be used for financing the self-help measures set forth in the Agreement, and for development in the agricultural sector, in a manner designed to increase the access of the poor in the recipient country to an adequate, nutritious, and stable food supply.

B. In the use of proceeds for these purposes emphasis will be placed on directly improving the lives of the poorest of the Bangladeshi people and their capacity to participate in the development of their country.

Item VII. Food for Development Program to which Currency Use Offset Applies:

Annexes A and B set forth the understandings of the parties concerning the Food for Development Program to be undertaken by the BDG with the proceeds from the sale of agricultural commodities financed by this Agreement. In the event of any inconsistencies between the provisions of Parts I, II and III of this Agreement and Annexes A and B, such Annexes shall be controlling.

Annexes A and B are incorporated in the Agreement. Annex A is intended to be applicable to the Food for Development Program for Bangladesh. Annex B describes the specific Food for Development Program of the BDG.

PART III. FINAL PROVISIONS:

A. This Agreement may be terminated by either Government by notice of termination for any reason, and by the Government of the exporting country if it should determine that the self-help program described in the Agreement is not being adequately developed. Such termination will not reduce any financial obligations the Government of the importing country has incurred as of the date of termination.

B. This Agreement shall enter into force upon signature.

IN WITNESS WHEREOF, the respective representative, duly authorized for the purpose, has signed the present Agreement.

DONE at DACCA,

This 8 day of MAR 1982.

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA

Jane A. Coon
Ambassador Extraordinary
and Plenipotentiary

FOR THE GOVERNMENT OF THE
PEOPLE'S REPUBLIC OF BANGLADESH

Kazi Fazlur Rahman
Secretary
External Resources Division
Ministry of Finance

ANNEX A

P.L. 480 TITLE I AGREEMENT PROVIDING

FOR A TITLE III FOOD FOR DEVELOPMENT PROGRAM

The Government of the United States of America (USG), the Exporting Country, and the Government of the People's Republic of Bangladesh (BDG), the Importing Country:

Recognizing the policy of the USG to use its agricultural productivity in a manner which will establish a strong relationship between food assistance and efforts by the BDG to increase the availability of food for the poor and to improve in other ways the quality of their lives; and

Having agreed upon a proposal for the intended use of commodities or funds generated from the sale of such commodities to increase the access of the poor in Bangladesh to a growing and improving food supply through activities designed to improve the production, protection and utilization of food; and

Desiring to set forth the understanding that will govern the sale of agricultural commodities in Bangladesh in order to carry out the above mentioned proposal pursuant to the authority of the Agricultural Trade Development and Assistance Act of 1954 of the U.S. Government, as amended (hereinafter referred to as the Act), and the measures the two Governments will undertake to further the above-mentioned policies:

Agree as follows:

Item I. Responsibilities of the USG:

A. Subject to the availability of funds and commodities, the USG agrees to furnish credit under authority of Title I of the Act to the BDG for the purchase of agricultural commodities and to carry out the provisions of the Food for Development Program, as set forth in Annex B of this Agreement.

B. On receipt of satisfactory evidence of use of the commodity or disbursements from the Special Account for eligible uses by the BDG described below for the activities and/or programs described in Annex B, the USG will apply such disbursements against the Title I payment obligation incurred under this Agreement as set forth in Items II and III below.

Item II. Responsibilities of the BDG:

A. The BDG agrees to carry out the programs and policies detailed in Annex B. In carrying out such programs and policies, the BDG agrees

that it will:

1. Use the commodities provided and/or the proceeds generated from the sale of agricultural commodities financed under this Agreement to implement and finance the development activities specified in Annex B.

2. Submit on or before October 1 of each year during the period of this Agreement a comprehensive report to the USG on the activities and progress achieved under the Food for Development Program detailed in Annex B, for the United States fiscal year ending September 30 including, but not limited to, a comparison of results with program targets, a specific accounting for commodities and funds generated, their uses, the outstanding balance at the end of the most recent fiscal year, and any recommendations of the BDG for modification and improvement of the Food for Development Program, including the use of funds generated and deposited in the Special Account.

3. Maintain adequate records for not less than three years after completion of the program to permit review and audit by the USG of measures taken to implement the Food for Development Program.

B. The BDG agrees to establish a Special Account in which it will deposit the proceeds and to maintain this account subject to the following conditions:

1. The local currency will be deposited not later than six months after it is generated.

2. Local currency deposited will be disbursed for the program set forth in Annex B of this Agreement.

C. The provisions of Part I, Article II F of this Agreement shall not apply to sales proceeds disbursed from the Special Account for the Food for Development Program.

Item III. Credit for Title I Loan Indebtedness:

The USG and the BDG agree that:

A. The dollar equivalent of local currency disbursed for eligible uses identified in Annex B shall be calculated at the exchange rate specified in Part I, Article III G of the Agreement, applicable on the date of disbursement from the Special Account.

The dollar sales value of commodities furnished under this Agreement which are in conformance with Section 305(A) and 305(B) of the Act and used according to the specific provisions outlined in Annex B shall be applied against repayment obligations incurred under this

Agreement and the value of the commodities so used will be deemed to be disbursements at the time of such use.

Disbursements from the Special Account or commodities [illegible] deemed to be disbursements for purposes specified in Annex B [illegible] accordance with the provisions of this Agreement, in an amou[illegible]nt equivalent to the dollar value of the credit furnished by the Government [illegible] Exporting Country under this Agreement shall be deemed to be [illegible] of all installments of principal and interest payable thereon for commodities financed under this Agreement, except as hereinafter provided, with respect to the election by the Government of the Importing Country to apply excess disbursements to repayment of obligations under other PL 480 financing agreements. The dollar equivalent value of local currency disbursements in excess of the amount of the annual repayment obligations of the Government of the Importing Country in any fiscal year may, at the election of such country, be credited as payment of its annual repayment for that fiscal year under other PL 480 financing agreements at the rate of exchange applicable on date of disbursement. The Government of the Importing Country agrees to notify the Government of the Exporting Country of its election to credit excess disbursement against designated obligations under other PL 480 financing agreements not less than thirty (30) days prior to the due date(s) of the payment(s) against which the equivalent dollar value of the excess disbursement is to be applied. For purposes of the aforementioned repayment provisions the "fiscal year" shall begin on October 1 and end on September 30 for the term of this Agreement.

B. For the period during which disbursements are made in accordance with paragraph A above, the BDG will furnish the USG a quarterly report of the deposits and disbursements made, certified by the appropriate audit authority of the BDG and a description of the activities for which the disbursements were made. This report shall include documentation that (a) funds have been deposited in the Special Account and (b) Special Account funds have been used to offset expenditures (e.g., vouchers paid) against agreed development projects.

C. Not less than sixty (60) days before the Title I loan installment becomes due under the terms of Part II, Item II of this Agreement, the Government of the Exporting Country will furnish the BDG with a repayment schedule as well as a schedule showing applications to Title I payment obligations. Revised currency use offset schedules showing additional disbursements and applications will be furnished to the BDG as appropriate.

D. The Government of the Exporting Country reserves the right to (1) review in consultation with the Government of the Importing Country use of disbursements and/or use of commodities and (2) determine eligibility for application against Title I payment obligations under this Agreement. If the Government of the Exporting Country determines that a

disbursement or commodity use was made for an ineligible use, notice of such ineligibility shall be given by the Government of the Exporting Country to the Government of the Importing Country, and the two Governments shall, upon request of either, consult regarding such ineligibility. If the notice of ineligibility is not rescinded by the Government of the Exporting Country within ninety (90) days of receipt of such notice by the Government of the Importing Country, disbursements or commodities used for ineligible uses shall not be eligible for application to any indebtedness. At the option of the Government of the Exporting Country, an amount equivalent to the ineligible disbursement shall be restored to the Special Account. To the extent that any disbursements for ineligible uses or commodities used for ineligible uses have been applied against the Title I payment obligations such applications will be cancelled.

E. The Government of the Exporting Country shall have the right, at reasonable times, to inspect projects and inspect and audit records, procedures and methods pertaining to the disbursements made from the Special Account, or pertaining to the use of the commodities.

F. If currencies remain in the Special Account three years after the last local currency is generated under the program set forth in Annex B, the Government of the Importing Country shall use the remaining currencies for the self-help measures specified in Item V of Part II of the Agreement and for such economic development purposes set forth in Item VI of Part II of the Agreement as the two Governments may agree. Such use of currencies shall not be considered eligible to meet Title I repayment obligations of the Importing Country.

G. Annually at such times as the two Governments may agree, representatives of the parties shall meet in a place agreed upon to discuss and review the progress of the Food for Development Program, to consider modification and improvements, and to determine the amounts and kinds of commodities to be financed under this Agreement during that year of the Food for Development Program.

Item IV. Implementation of the Food for Development Program:

A. The Food for Development Program, which is further described in Annex B, consists of a set of policies and activities that are designed to contribute to the attainment of foodgrain self-sufficiency. This includes a properly managed Security/Reserve System; an Open Market Sales Program that acts as a release mechanism for the Reserve Program, ensures that reasonably priced foodgrains are available throughout Bangladesh and helps to moderate consumer price increases; establishment of incentive prices for producers and a procurement program to maintain these prices; reduction of quantities in the ration system and a shift in focus toward these groups with the greatest needs; and, encouragement

of private sector involvement in foodgrain marketing and processing. Other aspects of the Program are concerned with the development of private sector involvement in the vegetable oil processing and marketing and cotton spinning industries. Finally, the sales proceeds/commodities will be used for the agreed development purposes thus providing the BDG additional resources needed in the effort to attain foodgrain self-sufficiency. Failure to fully implement policies and activities described in Annex B would undercut prospects for attaining foodgrain self-sufficiency and would constitute cause for termination of this Agreement. Any future year food commodity funding would continue under Title I.

B. From time to time, the parties may use jointly agreed-upon implementation letters to confirm and record their mutual understanding of aspects of the implementation of this Agreement. Implementation letters will not be used to amend the text of this Agreement, but can be used to record revisions or exceptions which are permitted by the Agreement.

C. For the purpose of negotiating and executing implementation letters, the Government of the Importing Country will be represented by the individual holding or acting in the Office of the Joint Secretary, External Resources Division, Ministry of Finance, and the Exporting Country will be represented by the individual holding or acting in the Office of the U.S. Ambassador, each of whom, by written notice may designate additional representatives. Each party will provide the other party with the names of its representatives and their specimen signatures, and may accept, as duly authorized, any implementation letter signed by any one of such representatives of their authority.

Item V. Suspension of the Agreement:

The Government of the Exporting Country shall annually review the performance and implementation of this Agreement by the Government of the Importing Country. If the Government of the Exporting Country finds that the provisions of this Agreement are not being substantially met, no further financing under this Agreement shall be extended until the end of the following United States fiscal year or until the situation is remedied, whichever occurs first, unless the failure to meet the provisions is due to unusual circumstances beyond the control of the Government of the Importing Country.

ANNEX B

PROGRAM DESCRIPTION

Item I. Purpose:

A. Overall Development Effort to be Addressed:

This program addresses two essential aspects of the Country's development: increasing agricultural production to help meet the BDG's goal of foodgrain self-sufficiency by 1984-85; and encouragement of private sector activity in order to stimulate overall economic development.

B. Proposed Title III Program:

The purposes of the Agreement are to assist the BDG in accelerating increases in agricultural production by maintaining incentive prices for farmers, improving food security by holding and properly managing reserves, reducing the food subsidy through the phase down of the ration system, moderating consumer price increases with the open market sales program, and providing resources to support specific BDG agricultural and rural development programs; to encourage the development of a private sector cotton spinning industry; and to promote the private marketing and processing of foodgrains and vegetable oil.

Item II. Background and Setting:

The first Food for Development Program for Bangladesh was signed on August 2, 1978[1] and was amended six times, the last time on June 26, 1981. That Agreement as amended, authorized a total of 1,169,000 metric tons of wheat and 26,000 metric tons of soybean oil valued at $200.5 million. Actual shipments amounted to 1,175,000 metric tons of wheat and 25,000 metric tons of soybean oil valued at $191.8 million.

The major objectives of the first program were: (a) maintenance of incentive prices to farmers, and other self-help measures to accelerate agricultural development; (b) implementation of an OMS program with paddy, rice and wheat to moderate price rises; (c) maintenance of adequate reserves; (d) phase out of major elements of the Public Food Distribution System (ration system) by the time foodgrain self-sufficiency is achieved; (e) wholesaling and retailing soybean/cottonseed oil through the private sector; and (f) utilization of Title III proceeds for agreed development projects.

The program represented by this Agreement is the second multi-year Food for Development Program for Bangladesh. It incorporates new provisions to encourage private sector development, not only in the foodgrain and vegetable oil sectors, but also in the area of cotton textiles; it

[1] TIAS 9389; 30 UST 3205.

employs the concept of a flexible commodity mix, with the composition of each year's program adjusted to meet changing circumstances and commodity availabilities; and it reemphasizes all the major elements of the original Agreement as listed above with an additional focus on foodgrain stock management. The total export market value of the three year Agreement is not less than $165 million with the FY 1982 tranche set at $55 million. The amount of the FY 1983 and FY 1984 tranches is programmed at $55 million but subject to commodity requirements, program performance and availability of funds.

The second Food for Development Program can be viewed as the beginning of the third phase in the history of P.L. 480 Programs in Bangladesh. The first phase (1970/71 to 1974/75) involved the provision of wheat, mainly for emergency relief purposes to avert famine. The second (1974/75 - 1980/81) also involved the provision of foodgrain to augment domestic supply, but the emphasis shifted to development programs to promote domestic foodgrain production and to contribute to the creation of a foodgrain security system. Major achievements during the second phase included the establishment of a foodgrain security system including a procurement program to support prices and acquire commodity for reserves, an open market sales mechanism to release commodity to dampen seasonal price upswings, and expanded foodgrain storage facilities. Foodgrain production has increased and is expected to continue to do so with actual production in future years varying with weather. Therefore, as Bangladesh moves toward foodgrain self-sufficiency the need for foodgrain shipments will gradually diminish. The Sixth Amendment to the first Title III Agreement began to take this change into account through the provision of some soybean/cottonseed oil instead of shipping all wheat as had been the case in the past. This, the second Title III Agreement, is designed with commodity flexibility as a major program characteristic from the outset.

With the inclusion of cotton in the program, the theme of expanded private sector involvement which has been characteristic of the Title III Program in foodgrains and vegetable oil is carried into the cotton spinning industry. At present, the cotton spinning industry is entirely in the public sector and suffers from inefficiency and underutilization of capacity. In this Title III Program, the BDG agrees to create a policy environment in which a private spinning industry can take root and develop.

Item III. Program Description:

The P.L. 480 Title III Food for Development Program has seven discinct components: (a) maintenance of incentive prices to farmers, and other self-help measures to accelerate agricultural development; (b) implementation of an OMS program with paddy, rice and wheat to moderate consumer price increases; (c) the improvement of overall food security by the holding and proper management of adequate foodgrain reserves; (d) phase out of major elements of the Public Food Distribution System by the time foodgrain

self-sufficiency is achieved; (e) the development of a private spinning industry; (f) wholesaling and retailing soybean/cottonseed oil through the private sector; and (g) the utilization of Title III proceeds for agreed development projects.

In FY 1982 the program will provide commodities with a total export market value of $55.0 million, with $26.1 million designated for the purchase of wheat; $13.3 million for vegetable oil; $6.4 million for rice; and $9.2 million for cotton. At most recent price estimates, these funds are expected to purchase approximately 175,000 MT of wheat, 30,000 MT of vegetable oil, 23,000 MT of rice and 28,300 bales of cotton. However, price changes by the time of purchase may result in greater or lesser amounts being supplied. The wheat provided under this Agreement may be used for reserves, modified rationing, or OMS. The rice provided under this Agreement may only be used for OMS. The vegetable oil will be refined by both public and private mills and will all be wholesaled and retailed in the private sector. The cotton will be distributed to mills by the Bangladesh Textile Mills Corporation (BTMC) as needed. Any private sector mills that open during the time this Agreement is in force will be provided with a proportional share of cotton.

A. Incentive Price to Farmers:

The primary objective in the establishment of procurement prices and their implementation is the provision of incentives to farmers to produce more through the adoption of high yield varieties and associated technology. Foodgrain production will be encouraged by the establishment and announcement of procurement prices for each major foodgrain crop well in advance of the planting seasons (July 1 in the case of aman and November 1 in the case of boro and wheat). The agreed procurement price will be maintained throughout the season and all grain of suitable quality available will be procured regardless of lot size. Full and adequate use should be made of private intermediaries particularly, to increase procurement of rice, paddy and wheat from small farmers and remote areas that would otherwise not be served. The BDG Medium-Term Foodgrain Production Plan of February 1981 identified three means to improve foodgrain procurement. This Agreement requires these actions to carry out the program. They are:

1. Construct feeder and access roads connecting villages, market places and procurement centers.

2. Increase Government grain storage capacity, provide procurement fund allocations, and improve organizational efficiency, so as to remove existing constraints on timely foodgrain procurement from farmers by the public sector agencies.

3. Expand private grain trading by liberalizing the anti-hoarding legislation, improve traders' access to credit and supply better market information to farmers, consumers and traders.

B. Open Market Sales Program:

The major emphasis of the OMS program is to make wheat, rice and paddy available at reasonable prices throughout the country at times of unusually high market prices for foodgrains. OMS sales are expected to be triggered both by major interruptions in the long-term supply trends and seasonal price variations. By the time foodgrain self-sufficiency is achieved, OMS will have replaced the ration system as the principal means of public food distribution.

1. The OMS price structure: There are basically three aspects to the OMS price mechanism - initial prices, the adjustment mechanism, and minimum prices.

a. Initial Prices: An initial OMS rice price will be set approximately fifteen (15) percent above the rice procurement price of 190 taka per maund (with transportation bonus), except for the statutory rationing (SR) areas where the difference will be about twenty (20) percent. With OMS rice retailing about ten (10) taka above the OMS price, the aim will be to constrain the seasonal movement of coarse rice prices within a range of twenty (20) to twenty-five (25) percent of the procurement price. OMS paddy and wheat prices would be set at their appropriate ratios to the coarse rice price. For wheat, this is about 0.60; for paddy, 0.65 less a milling margin. The initial prices are:

Commodity	Procurement Price	OMS Price Basic	OMS Price SR Areas
Rice	190	220	230
Wheat	124	132	138
Paddy	124	137	144

b. Adjustment Mechanism: OMS rice, wheat and paddy will move at their established prices whenever market conditions warrant. Changes in OMS prices will be dictated by the movement of coarse rice prices only. Prices will be adjusted on a sub-division basis according to a price schedule promulgated by the Food Ministry in Dacca. The basic principles underlying the price schedule will be that (1) OMS prices will be adjusted, upward or downward, whenever the sub-divisional average coarse rice price has moved ten (10) percent from its level at the last previous change in prices; (2) the amount of the change in OMS price will be one-half the percentage change in the coarse rice price itself (i.e., if the sub-divisional average coarse rice price reached 241, the rice OMS price would move to 230), wheat and paddy OMS prices will move so as to maintain the

initial wheat, rice and paddy : rice ratios discussed above; and (3) OMS prices in SR areas will always be five (5) percent higher than OMS prices elsewhere.

c. Minimum Prices: In no event will the rice OMS price be less than fifteen (15) percent above the rice procurement price (including transportation bonus), nor will the wheat OMS price be less than five (5) taka above the wheat procurement price. (Since paddy procurement prices can be presumed to move in tandem with rice procurement prices, no similar provision is required with respect to the paddy OMS price.)

2. If operating experience with the OMS program proves it necessary, the BDG and USG may use implementation letters to agree on changes in the OMS price setting mechanisms and percentages indicated above.

3. The BDG will provide sufficient commodities to all areas to satisfy all dealers (licensed or unlicensed) wishing to lift OMS wheat, rice, or paddy. Sales will be in any quantity with a lot size of 10 to 200 maunds except that unlicensed dealers may be limited to 150 maunds (about one 5-ton truck load). The foodgrain dealers will be free to resell their OMS rice, wheat or paddy in any quantity, at any price, to any buyer in any location.

4. All the wheat covered by this Agreement may be used for open market sales. If foodgrain stocks fall below 500,000 tons, the BDG may suspend open market sales, postponing the use of commodities provided for open market sales under this Agreement until a later time.

5. Recognizing that open market sales of rice and paddy can have a greater impact than open market sales of wheat on rising prices, the BDG will include rice and paddy in the open market sales program. For paddy OMS sales, the BDG will be allowed to use wheat provided under this Agreement on a ton for ton basis for flour millers. For rice sales, every two tons of OMS rice sold will allow the BDG to utilize three tons of wheat provided under this Agreement for the Government distribution categories designated as flour millers. The BDG will deposit in the Special Account the full CCC value of any wheat supplied under this Agreement that is exchanged for rice or paddy and used in OMS. These ratios may be reviewed if relative prices of wheat, paddy and rice change.

6. The BDG will advertise locally the official OMS wholesale price through the public media. In addition, the OMS price will be posted at the point of sale in the foodgrain warehouse (godown).

C. Reserves:

The allowable uses of Title III wheat include its use for foodgrain reserves. Eligibility for offset credit for Title III wheat

used for foodgrain reserves is based on the maintenance of adequate total foodgrain reserves and on conduct of OMS as required in Section B above. Eligibility will be determined on individual shipments and will be based on benchmark total foodgrain stock levels during the year following shipments. The benchmark stock levels for all foodgrains are 1.1 million tons on July 1 and 0.9 million tons on November 1. One year after the arrival of each year's shipments in Bangladesh, the BDG may seek commodity use offset, in the equivalent dollar value of the financing of the Title III commodities held in reserve for the required one year period, provided that the total foodgrain levels were maintained. The local currency proceeds from any sales of Title III commodities sold from foodgrain reserves through the OMS or MR system shall be deposited into the Special Account and disbursed for the FFD purposes in Item III H. The dollar equivalent value of such disbursements shall be applied as of date of disbursement to payment obligations of the BDG under this FY 82 Agreement unless the BDG elects to apply the excess disbursements against Title I debt as provided for in Annex A, Item III A.

In its request for commodity use offset related to the use of wheat shipments in foodgrain reserves, the BDG will report arrival date of shipment, the stock levels on the following July 1 and November 1 and the use of OMS during the one year period following the arrival of FY 82 shipments. Upon receipt of the above report and confirmation by USG, the BDG's dollar repayment obligation under the Title III Agreement will be reduced by the dollar sales value of that shipment. Commodities delivered that have received commodity use offset for being held in foodgrain reserves for the agreed upon time may only be used for the Food for Work Program.

D. Reserve Stock Management:

A new problem that has arisen over the past year of relatively high foodgrain stock levels has been deterioration of a portion of the stock longest in storage. The BDG has experimented with a variety of measures to rotate stocks with a low remaining shelf life, but none of them has proven entirely satisfactory. Under this Agreement, the BDG agrees to study the problem with the aim of identifying suitable measures for disposing of short shelf life stocks. The BDG will submit a report on the subject, with appropriate recommendations by December 1, 1982.

E. Reduction of the Public Food Distribution System:

1. By providing adequate supplies of wheat, rice and paddy at reasonable prices through the Open Market Sales Program, the needs of the majority of the people can be met through normal market operations. The remainder of the Public Food Distribution System should be increasingly directed towards those with the greatest need who cannot afford market prices. When foodgrain self-sufficiency is reached, the only categories remaining--other than OMS--will be Food for Work, Vulnerable Group Feeding,

Gratuitous Relief, and Modified Rationing for those persons in Category A, i.e., those whose incomes are so low they pay no tax whatsoever to the BDG.

2. The BDG's policies for the reduction of the ration system were outlined in the August 4, 1980 Food Security Plan. The ration system will be reduced by making it gradually less attractive by the end of the Second Five Year Plan period. Measures identified include: (a) the gradual upward adjustment of the ration price with the free market price; (b) reduction in the rice portion of the ration and the eventual withdrawal of rice from the ration system; (c) reduction in the ration quota for individual cardholders. This Agreement requires the implementation of these steps: first to reduce the subsidy element in the ration system, and second to eliminate major portions of the ration system itself.

3. In support of BDG efforts to phase down the ration system and phase rice out of the ration system, and to generate local proceeds to support agricultural development, all 175,000 tons of wheat provided under this Agreement may be allocated to the modified ration system only after actions in Item III E 2 have been implemented by the BDG.

F. The Use of Cotton and the Development of a Private Cotton Spinning Industry:

1. Cotton has been included in the commodity mix because of its potential impact on rural development. While the cotton spinning industry is publicly owned and urban based, the real impact of supplying cotton will be in the rural areas. This is because the cotton will be spun into yarn which is distributed to handloom owners. The handloom sector is privately owned, small scale, rural based and labor intensive. It provides full and part-time employment to approximately one million persons, most of whom are women. This employment is of people and in areas where few if any alternatives exist, and therefore, is of critical importance. The handloom sector suffers from chronic shortage of yarn that limits jobs and availability of cloth. Thus, there is a direct rural development impact from providing cotton under the Title III Program.

2. The sales proceeds generated by the cotton to be provided under this Agreement will be deposited in the Special Account. The BDG will stimulate the development of a self-sustaining private cotton spinning industry. As an initial step toward the goal, the BDG will eliminate the 12,500 spindle limitation applicable to new spinning mills. Since mills of 12,500 spindles (or less) have proven to be uneconomical, the restriction has served as an effective barrier to private investment in the industry. In recognition of the fact that much more than spindle limitations is involved in encouraging private sector investment, the BDG will identify other constraining factors (such as tax structures, license application procedures, import licenses, etc.) and act to adjust them so as to create an investment climate favorable to the development of private sector spinning capacity.

3. When private spinning mills become operational, the BDG will allocate them cotton imported under Government programs on a proportional basis.

G. The Use of Soybean/Cottonseed Oil for Private Marketing:

1. Soybean/cottonseed oil must be wholesaled and retailed through the private sector and not the ration system, nor will offtakes of vegetable oil in the ration system be otherwise increased during the course of the Agreement. Local proceeds generated by the sale of soybean/cottonseed oil will be deposited in the Special Account and disbursed for mutually agreed development activities.

2. The BDG, with support from the USG if requested, will conduct an indepth review and analysis of its import duty, excise tax and related policies to determine their impact on vegetable oil imports, local refining, etc. and make recommendations on how they should be adjusted to encourage local industry.

H. Use of Title III Sales Proceeds:

1. The proceeds from the sale of Title III commodities will be segregated from general revenue receipts by the BDG, and deposited in the Special Account. Title III commodities for this purpose will include local proceeds from the soybean/cottonseed oil, cotton, and wheat shipped under Title III. In addition, the BDG will deposit local currency in an amount equivalent to any difference between local proceeds realized from sales of all commodities and the CCC value of the commodities provided under this Agreement in accordance with Annex A, Item III.

2. The BDG will disburse the local currency deposited in the Special Account only for those projects from the Medium-Term Foodgrain Production Plan identified below or for rural development projects mutually agreed to by means of an exchange of implementation letters.

The list of development programs/projects includes:

a. Specific Medium-Term Foodgrain Production Plan Projects already approved by the BDG:

No.	Name of the Project	Local Currency in Million Taka
1.	Manu River Project	286.50
2.	Karnafuli Irrigation and Flood Control	291.00
3.	Barisal Irrigation (Phase II)	162.00
4.	Muhuri Irrigation	400.00
5.	Shallow Tubewell Irrigation (IDA)	181.50
6.	Intensive Agricultural Production Program for North-West Region of Bangladesh	2,431.73
7.	Supply of Low Lift Pumps under Canal Digging Program Through Voluntary Mass Participation	73.80
8.	Ashuganja Sabuj Prokalpa	8.20
9.	Low Lift Pump Irrigation	1,095.60
10.	Low Lift Pump (IDA)	244.90
11.	Deep Tubewell Irrigation	3,086.40
12.	Shallow Tubewell Irrigation (all over Bangladesh)	1,095.60
13.	Command Area Development	2,700.00
14.	Establishment of Workshops in Private Sector	103.75
15.	Conservation and Development of Surface Water	1,052.60
16.	Support to Locally Developed Small Pumps and other Agricultural Implements	10.00
17.	Foodgrain Warehouse Construction	700.00

b. Other projects in which the USG and BDG have special interest such as agricultural research and credit for agricultural inputs may be added by implementation letters at a later date.

3. The USG will certify forgiveness after the BDG has provided documentation called for in Item III B of Annex A. This documentation can be submitted at any time to the USG through the U.S. Embassy, but not less than quarterly as part of the local currency report called for in Item III B of Annex A. Loan forgiveness will not be certified for proceeds from commodities for which forgiveness has already been received. Upon receipt of the above certified reports and upon confirmation by the USG, the BDG's dollar repayment obligation under the Title III Agreement will be reduced in accordance with Item III A of Annex A.

Item IV. Evaluation:

A. The BDG and the USG will jointly evaluate the program annually in accordance with Annex A Item III C. The comprehensive report (Annex A Item II A) which is due on October 1 of each year will provide a written analysis of progress toward the achievement of program goals and will be a reference point for annual evaluation. The evaluation shall cover all aspects of the Food for Development Program. BDG performance will be measured in each of the Title III program areas listed below. The review may also cover any other factors related to or having a bearing on the Food for Development Program. The evaluation will be forwarded to Washington no later than November 1.

The Food and Fertilizer Planning and Monitoring Secretariat should begin to develop baseline data on cost of inputs, prices, profit margins, etc., to facilitate development of the last evaluation and each annual evaluation.

Annual evaluations will take place until such time as all the commodities provided have been utilized and all local proceeds generated through the sale of Title III commodities fully disbursed. The last evaluation after program completion will be a more detailed final evaluation which will review the overall success of the program and also the Title III program mechanism as a means of achieving the stated program goals.

B. The following benchmark areas will be included as part of the annual and final evaluation to determine progress made in implementing the provisions of the Agreement.

1. There will be a statistical review of program performance. This report will show shipments by U.S. fiscal year in metric tons and dollars. This section of the evaluation report will include data on the dollar equivalent taka generations, by category of recipient, i.e., OMS, PFDS by category and reserves. The status of the Special Account will show annual deposits, disbursements, and the current balance. Finally, the BDG will provide detailed reports of the tonnage and value of commodity used for maintaining reserves and for which the BDG received commodity use offset.

2. The evaluation will address BDG progress in the implementation of the Medium-Term Foodgrain Production Plan; address how the Title III Program complements and provides additional resources for that Plan; include a review of research and extension activities and their relation to the Plan and the Title III Programs. Another area of concern is BDG impact on private sector involvement in the grain trade - i.e., what BDG actions were taken and what were their effects, was additional credit made available to foster greater private sector involvement in the grain trade, etc.

3. There will be an evaluation of soybean/cottonseed oil sales through the private sector, to include the timing and amount of shipments, time required for refining and/or distribution, and amounts and timing of sales. Market prices before and after sales will be reviewed to determine the impact of these sales on the vegetable oil market. The total local proceeds realized from the sales will be compared with the CCC value of the commodity. The amount of vegetable oil used in the ration system will also be reviewed. Steps taken to encourage the local vegetable oil refining industry also will be reviewed.

4. The implementation of the commodity use offset provision for maintaining reserves will be reviewed in detail. BDG performance in a good supply situation includes building stocks and holding reserves. Benchmark stock levels on July 1 and November 1 will be reviewed to indicate whether reserves are being acquired and held at needed levels. The performance of the OMS program will be reviewed to see that it was properly operated at all times that stock levels exceeded 500,000 tons.

5. The implementation of the OMS program will be reviewed to see if it functioned well in moderating price increases. Was OMS undertaken when circumstances required it in accordance with the provisions of this Agreement? Were OMS prices set and maintained through periodic adjustments at an appropriate level? Were sufficient commodities provided to all areas where prices were such as to warrant OMS? Was retail OMS undertaken by dealers without BDG restrictions on prices, quantities, location of sale, or the eligibility of buyers? What proportion of the total area did not receive OMS commodities and why?

6. The BDG program to assure incentive prices to farmers through the domestic procurement program will be reviewed. Did the BDG announce procurement prices for each major foodgrain crop before the planting seasons? Was the procurement price set at a level that covered all input costs plus a margin of profit sufficient to encourage investment in high yield variety technology? Did the BDG continue procurement operations whenever farmgate prices were below the procurement prices? Was there full and adequate use of private intermediaries? Did the BDG continue to construct foodgrain storage facilities? In short, was the foodgrain procurement program effectively administered in order to maintain incentive

prices? For each of the above questions, describe economic, institutional and external factors supporting a negative or positive response. Where prices are evaluated, provide real and nominal price data by location. Also describe why certain areas did not maintain procurement prices.

7. Steps taken to phase down the Public Food Distribution System will be reviewed. Was the ration system increasingly directed towards those with the greatest need? Were prices gradually moved upward so that the subsidy element was reduced? Was the rice portion of the ration reduced? Was the total ration quota for individual cardholders reduced? How do this year's ration offtakes compare to previous years in which there was a similar foodgrain supply situation? Was the OMS program, rather than increased ration offtakes, the principal source of reasonably priced grains in times of rising prices? Were MR sales restricted to Category A cardholders? Include data on real and nominal prices and describe the net effect of increases in ration prices on each PFDS category.

8. The activities and performance of the Food and Fertilizer Planning and Monitoring Secretariat in developing and implementing food policy will be evaluated. Evaluate size of staff, qualifications, status, part, full-time, extent of turnover, major products to date and planned activities related to Title III objectives and policy actions.

9. Use of the proceeds generated from the sale of Title III commodities will be reviewed. Total proceeds generated will be compared to the amount disbursed for approved development projects. Any constraints in the disbursement process and certification of those disbursements to the projects and the goals stated in the Medium-Term Foodgrain Production Plan will be described. The extent to which Title III project disbursement may have contributed to the achievement of these goals will be reviewed. Performance of the individual development projects funded by this Agreement will be evaluated.

10. The development of the private cotton spinning industry will be reviewed. Did the BDG implement policies to foster private sector investment in this industry? Describe new or modified policies impacting on the cotton spinning industry and dates when new policy initiatives were implemented. How many private spinning mills were under construction? Was the 12,500 spindle limitation eliminated? Are private spinning mills under construction, or in operation?

C. To assist in management and evaluation of the program the BDG agrees to make available to the USG: (1) daily coarse rice, wheat and paddy prices; (2) timely forecasts and estimates of domestic foodgrain production for all major foodgrain crops; (3) support and utilization estimates on its foodgrain stock position (e.g., opening stocks, arrivals, offtakes, procurement and closing stocks); and (4) forecasts of future foodgrain stock positions under various agricultural conditions.

AGREED MINUTES OF THE NEGOTIATIONS
BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA (USG)
AND
THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF BANGLADESH (BDG)
FOR A PUBLIC LAW 480, FOOD FOR DEVELOPMENT PROGRAM (TITLE III)

1. Commodity Composition:

An important aspect of this Agreement is the concept of commodity flexibility. That is, subject to U.S. availability, the USG will provide those commodities most needed by Bangladesh. For FY 1982, the proposed commodity composition, as shown in Part II, Item I provides a total of $55.0 million with a breakdown of $26.1 million for the purchase of wheat, $13.3 million for vegetable oil, $6.4 million for rice and $9.2 million for cotton. This will enable the BDG to purchase approximately 175,000 MT of wheat, 30,000 MT of vegetable oil, 23,000 MT of rice and 28,300 bales of cotton. However, the dollar value of the Agreement is identified as the maximum export value and will control the size of actual purchases. The BDG representatives were informed that in case unit prices become higher than those projected in the Agreement purchases will be limited to the dollar value specified in the Agreement.

Rice is being proposed because of the excess supplies of U.S. rice, the short supply of rice in Bangladesh, and because rice is the preferred foodgrain. It was indicated to the BDG that we have been able to offer additional foodgrains even though our budget is quite limited. With regard to the edible vegetable oil, we are not designating whether crude or refined. USDA recommends that if at all possible, two shipments of 15,000 MT crude edible vegetable oil be used because of the possible difficulties in arranging the shipment of the U.S. flag portion. In any case the total amount should be covered under one purchase authorization. Should the BDG choose to buy some refined edible vegetable oil, the funds allocated would probably not purchase the full 30,000 MT.

2. Commodity Deliveries:

Supply periods under this Agreement are based on U.S. fiscal years. For the FY 1982 tranche the supply period is U.S. FY 1982. All commodity deliveries into vessels at U.S. ports must be completed by September 30, 1982.

3. Payment Terms:

Payment terms for this Agreement are the same as in the previous year's Agreement. The payment terms as detailed in Part II, Item II are 40 years with the grace period of ten (10) years and interest rates of 2 percent during the grace period and 3 percent thereafter.

4. Usual Marketing Requirements:

As detailed in Part II, Item III, the UMR's for wheat and vegetable oil have been set at zero due to Bangladesh's overall economic and financial situation. However, for cotton a UMR of 100,000 bales has been established for FY 1982. The imposition of a UMR for cotton continues past practice under Title I Agreements.

5. Export Limitations:

The export limitations under Part II, Item IV includes those of past agreements and has been expanded to include upland cotton, except Comilla variety, and cotton textiles (including yarn and waste), and rice in the form of paddy, brown or milled.

6. Self-Help Measures and Use of Sales Proceeds:

A. Section 119 (A) of P.L. 480 requires that, before entering into agreements for the sale of commodities, consideration be given to the extent to which the recipient country is undertaking self-help measures to increase per capita production and improve the means for storage and distribution of agricultural commodities. In addition, it is required that particular account is taken to determine the extent to which the measures are being carried out in ways designed to contribute directly to development progress in poor rural areas and to enable the poor to participate actively in increasing agricultural production through small farm agriculture.

B. Section 106 (B) provides that in negotiating agreements, emphasis shall be placed on the use of such proceeds for purposes which directly improve the lives of the poorest of the recipient countries' people and their capacity to participate in the development of their country. Greatest emphasis is required to be placed on the use of such proceeds to carry out programs of agricultural development, rural development, nutrition and population planning in accordance with Section 109 of P.L. 480 and which programs are likely to achieve the policy objectives of Sections 103 and 104, of the Foreign Assistance Act of 1961 as amended.[1]

C. In addition, it was noted that the recently passed farm bill contained language amending P.L. 480. The amendment adds at the end of Section 109 a new subsection as follows:

"D. (1) In each agreement entered into under this Title and in each amendment to such an agreement, the economic development and self-help measures which the recipient country agrees to undertake shall be described (a) to the maximum extent feasible, in specific and measurable terms, and (b) in a manner which ensures that the needy people in the recipient country will be the major beneficiaries of the self-help measures pursuant to each agreement.

[1] 87 Stat. 715; 22 U.S.C. § 2151a.

"(2) The President shall, to the maximum extent feasible, take appropriate steps to assure that, in each agreement entered into under this Title and in each amendment to such an agreement, the self-help measures agreed to are additional to the measures that the recipient country otherwise would have undertaken irrespective of that agreement or amendment.

"(3) The President shall take all appropriate steps to determine whether the economic development and self-help provisions of each agreement entered into under this Title, and of each amendment to such an agreement, are being fully carried out."

D. The USG feels that the specific and measurable aspect of the self-help measures is adequately outlined in Annex B Item IV.

E. Part II, Item V specifies the self-help measures to be carried out by the recipient country utilizing the local currencies accruing to the recipient country from the sale of agricultural commodities financed under the Agreement.

7. Responsibilities of the USG:

As the Importing Country makes disbursements from the Special Account or commodities are used that are deemed to be disbursements as described in paragraph 9 C of the Agreed Minutes and in Annex A, the USG will apply the dollar equivalent of such disbursements to the earliest payments of interest and then of principal and interest payable under this Agreement. To the extent that disbursements exceed earliest installments, interest will be credited to the Government of the Importing Country at the same rate as that charged in the Agreement. However, the Government of the Importing Country may elect to apply the dollar equivalent of those disbursements in any fiscal year in excess of the annual repayment obligation for that fiscal year to other P.L. 480 indebtedness payable in the same fiscal year.

8. Responsibilities of the Importing Country:

A. The obligation to maintain records of deposits to and disbursements from the Special Account, and the need to maintain sufficiently detailed records of disbursements to provide an audit trail, were further explained to the BDG representatives. It was noted that Annex A requires that records be maintained for not less than 3 years after completion of the full program outlined in Annex B. It was also noted that in the past questions have been raised by the Office of the Inspector General of USDA concerning the operation of the Special Account and the adequacy of the audit trail. It was emphasized that these records be kept up to date and available for review by the USG upon request.

B. The comprehensive report required in Item II A in Annex A was highlighted to the BDG representatives. The report described will substitute for the annual self-help report which would otherwise be required by Article III C, Part I, of this Agreement. Should part or all of the local currency proceeds be used for the self-help measures, then the BDG would be required to provide a self-help report under this Agreement as part of the comprehensive report.

9. Credit for Title I Indebtedness:

A. The Credit for Title I indebtedness is secured through specified uses of the commodity for development purposes and through operation of the Special Account. The dollar value of commodities which have been used pursuant with Section 305 (C) of P.L. 480 and in accordance with the provisions of Annex B will be deemed to be disbursements and can be used to obtain credit for Title I indebtedness.

B. Deposits to the Special Account shall be the local currency equivalent to the dollars disbursed by CCC/USDA under the Agreement (other than ocean freight differential). However, since this Agreement provides for credit offset for wheat held in the reserve for one year, total deposits to the Special Account will be reduced by the value of any wheat so held. That wheat may then be used for the Food for Work Program. If it is used otherwise or sold its value must be deposited in the Special Account, however, it will not earn currency use offset. The BDG is required to give the USG written assurances (which will be attached to the documentation forwarded to Washington for publication) that funds deposited to the Special Account do not come from its development budget or from other funds provided by the U.S., third countries or international organizations.

C. The BDG representatives were advised that, as disbursements are made from the Special Account or commodities used that are deemed to be disbursements, detailed records of amounts and purposes of those disbursements must be maintained (see Item II A 2 of Annex A). The Importing Country is required to submit quarterly reports to the American Embassy on its disbursements. The Embassy, in turn will report these disbursements to CCC/USDA, Washington, together with a certification by the Ambassador or her designee that the disbursements reported were made for agreed upon development uses.

D. It was pointed out to the BDG representatives that under the terms of Annex A, not less than 60 days before the first Title I installment would otherwise fall due under this Agreement, CCC will furnish the BDG a repayment schedule as well as a schedule showing application of any disbursements to amounts due under the Title I indebtedness.

E. With regard to disbursements from the Special Account, USG

representatives emphasized to the BDG representatives that Title I indebtedness will be offset as disbursements are made to specific projects, in accordance with an approved project application to be agreed upon between the BDG and the U.S. Embassy or in accordance with the provision of Item IV of Annex B. Such procedure, should call for periodic reporting (for example monthly or quarterly) on releases from the Special Account to the project based on expenditures for agreed purposes during the reporting period. It will be the Embassy's responsibility to verify that disbursements were in fact made for eligible development uses, and to so certify to CCC/USDA. If the Embassy finds that any disbursements were made for ineligible uses, it shall follow the notification and consultation procedure outlined in Item III D of Annex A. If after consultation, it is determined that disbursements were made for ineligible purposes, the Embassy should consult Washington as to whether to exercise the option to require restoration to the Special Account of amounts disbursed. The BDG representatives were advised that American Embassy/ USG personnel will regularly inspect activities supported under the FFD Program (as described in Annex B) and records, in accordance with Item III D and E of Annex A.

F. During negotiations, it was made clear to the BDG that the election to apply disbursements from the Special Account, or commodity use that is deemed to be disbursements to Title I debts from other agreements coming due in the same fiscal year, prevents the BDG from taking advantage of that provision of the law which permits full forgiveness of the Title I/III debt under an FFD Program. In other words, the election of the BDG to take advantage of the Title III forgiveness of other Title I debt will make the full forgiveness provision of Section 305 (A) of P.L. 480 inapplicable. Therefore, if the BDG elects to utilize this provision, it will receive forgiveness of the Title I debt in an amount equivalent to the dollar value, as of the date of disbursement, of each individual disbursement of local currency from the Special Account of or verified commodity use deemed to be disbursed. USG representatives explained that the BDG has until the end of the U.S. fiscal year to make sufficient disbursements to cover other Title I debt that is due during that fiscal year. Should those disbursements be insufficient, those payments will need to be paid along with any additional interest accrued from the date due. USG representatives also explained to the BDG that prior notification to the CCC/USDA is required for each payment of other Title I debt due for which currency use offset is to be applied.

10. Annual Evaluation and Review:

The timing and content of the annual evaluation and review required under this Agreement, were discussed and a clear understanding on evaluation was reached. Annex A Item II A requires a comprehensive report be furnished by the BDG to the USG by October 1. Annex A Item III C requires a meeting between the two Governments to review progress under

the FFD Program. Annex B Item IV requires a joint evaluation of the program.

Under these requirements the BDG will prepare a comprehensive report as described in Annex A Item II and Annex B Item IV and submit it to the Mission in Dacca by October 1. This comprehensive report will provide the reference point for the joint evaluation described in Annex B Item IV. When completed the comprehensive report and evaluation will be reviewed by the two Governments (Annex A Item III G) and forwarded to Washington with comments and recommendations no later than November 1.

It is important that this time frame be met in order to secure timely approval of the subsequent annual amendments and the early shipment of commodities. Washington should be kept advised of the progress on the comprehensive report, evaluation and review and notified if the time frame cannot be met.

During discussions it was indicated to the BDG representatives that the USG is willing to provide assistance in preparing the comprehensive report and evaluation if required. The assistance will be requested well in advance if needed.

11. Additionality:

During negotiations, USG representatives explained to appropriate BDG officials the requirements covered under Section 303 (C) of P.L. 480 as follows: "Assistance is intended to complement, but not replace assistance authorized by the FAA of 1961, as amended, or any other program of bilateral or multilateral assistance, or under the development program of the country desiring to initiate a Food for Development Program." The legislative history suggests that the Congress clearly meant by this language for the FFD Program to be "additional to the development efforts that would otherwise have been undertaken and not just supplemental to, or integrated with, such efforts. It must be shown that the FFD resources, in fact, result in a net gain in development effort in the country." It was pointed out that the U.S. views the program of open market sales of rice and wheat and the holding of reserves adequate to facilitate these sales as such an additional development activity, and emphasized again the importance of adequate implementation of this aspect of the program.

12. During negotiations it was noted that the BDG did not announce procurement prices for the FY 82 aman crop in advance of the planting season as required by the current Title III Agreement. While the USG commends the recently announced increases in the procurement prices for the FY 82 boro and wheat crops they were lower than the prices many consider adequate as an incentive for farmers to invest in HYV technology. While the BDG has primary responsibility for the analysis to determine appropriate

procurement prices, announcement of those prices should be made following consultation with the USG. It was indicated to the BDG that the announcement should be made in advance of the planting season for the major crops, specifically not later than July 1 in the case of aman and December 1 in the case of boro and wheat. It was emphasized to BDG that the USG places great importance on the timely announcement of procurement prices that will act as an incentive. BDG performance in this area could affect the future funding levels of the program.

13. Credit towards previous Title I repayment obligations may be earned through the reserve mechanism described in Annex B. After commodity use offset is granted, the commodity may be disposed of through the Food for Work Program, which does not generate any currencies. If the BDG, because of market conditions, wishes to use the same wheat for OMS or some other sales program instead of Food for Work and if the USG grants approval, then the local proceeds must be deposited in the Special Account and programmed. No additional credit for repayment obligations will be awarded.

14. Recognizing that open market sales of rice and paddy can have a greater impact on rising rice prices than can open market sales of wheat, the BDG will include rice and paddy in the Open Market Sales Program. All rice provided under this Agreement will be used for open market sales distribution. In addition, for OMS rice and paddy sales from BDG stocks, the BDG will be allowed to utilize wheat provided under this Agreement for the established BDG distribution categories designated as "flour mills". For paddy OMS sales, the BDG will be allowed to use wheat provided under this Agreement on a ton for ton basis, and for rice OMS sales, every two tons of OMS rice sold from BDG stocks will allow the use of three tons of wheat. The BDG will deposit in the Special Account the full CCC value of any wheat supplied under this Agreement that is exchanged for rice or paddy and is used in OMS.

15. The USG representatives discussed with the BDG the progress the OMS Program has made since the issuance of new regulations in September 1981 that allowed for the inclusion of rice and adjustments in OMS prices. Also discussed with the BDG were the remaining restrictions such as the prohibition on resale of OMS commodities to other than final consumer and the low limitation on the amount of grain that unlicensed dealers can buy.

16. Since it is impossible to determine the amount of local currency that will be made available for disbursement, detailed descriptions of projects/sectors to be supported with FFD proceeds will not be included in this Agreement. Therefore, when the BDG submits project/sector proposals they should include the following: brief description of the project/sector, including purpose, location (as appropriate), beneficiaries and expected output; financial plan, including major cost components and schedule of disbursements; and other appropriate benchmarks. It should

also address the additional development derived from the use of this Title III local currency. Sufficient detail should be made to allow for an evaluation of accomplishments. Projects to be supported under the Medium-Term Foodgrain Production Plan will be agreed upon by implementation letters. Copies of project summaries and implementation letters are to be forwarded to Washington.

17. The USG representatives discussed with BDG the need for a study and recommendations on the problem of foodgrain stock rotation. This discussion clarified who will do the study, when it will be done, the terms of reference.

18. The USG representatives discussed with the BDG those factors beyond the spindle limitation that serve to constrain private investment in the cotton spinning sector and what actions will be taken to remove these constraints. The BDG representatives provided assurances that when private spinning mills become operational they will be supplied raw cotton from imports under Government programs on a proportional basis or be allocated foreign exchange with which to make purchases.

19. USG representatives discussed with BDG the need for an in-depth study on the local vegetable oil receiving, storage, processing and marketing situation. The study will include effects of import duties, excise taxes and related policies and will make recommendations on how the local industry can be encouraged. The discussion led to agreement on the terms of reference for the study, who will do it and when it will be done.

20. This Agreement calls for an evaluation during October 1982. Since this Agreement will have been in effect for less than a year, the USG will require only a preliminary evaluation of actions/progress under this Agreement. The USG representatives discussed with BDG the timing and terms of reference for a comprehensive and in-depth evaluation of the first Title III FFD program that covered FY 78-81. It will review and evaluate all aspects of that program from inception in FY 1978 to October 1, 1982.

21. Operational Considerations:

A. Purchase Authorizations (PA's). As a general rule, Purchase Authorizations will not be issued until the USDA has received an operational reporting cable. Early submission of an operational reporting cable can expedite PA issuance. It is essential that the information in the operational reporting cable be developed in consultation with BDG and prior to completion of negotiations, so that the cable may be dispatched not later than the signing of the Agreement. The operational reporting cable will contain the following information:

(1) Type and grade of commodity(ies) to be purchased in accordance with official U.S. standards.

(2) Proposed contracting and delivery schedules and latest feasible terminal delivery date. (Note that "delivery" means delivery of commodity to vessels at U.S. ports.)

(3) Embassy concurrence and comment on the proposed delivery schedule and the latest feasible terminal delivery date (regardless of proposed delivery schedule). Concurrence must be based on assessment of Importing Country's capability to receive, store and distribute the commodity(ies) and prevent spoilage or waste if commodity(ies) delivered:

(a) Within proposed delivery schedule and

(b) By latest feasible terminal delivery date. Latest feasible terminal delivery date is necessary to expedite purchase authorization amendments in case it becomes impossible to meet desired delivery schedule due to vessel delays and other unforeseen circumstances.

(4) Name and address of Bank in Importing Country and U.S. commercial bank through which letters of credit for commodity and ocean freight will be opened.

(5) Assurance that appropriate Bangladeshi authorities are prepared to make prompt transfers of funds to cover ocean freight costs on commodities purchased under the Agreement.

B. Bellmon Determination. Prior to financing agricultural commodities, the Secretary of Agriculture must determine that (1) adequate storage facilities are available in the recipient country at the time of exportation to prevent the spoilage or waste of the commodity and (2) the distribution of the commodity in the recipient country will not result in a substantial disincentive to or interference with domestic production or marketing in that country.

C. Instructions to BDG Embassy/Washington. During negotiations BDG assurance was also obtained that arrangements have been made by appropriate authorities to relay to BDG Embassy/Washington all instructions, information, and authority necessary to ensure timely implementation of Agreement, including: (1) information outlined in paragraphs A (1), (2), (4), and (5) above; (2) complete instructions regarding arrangements for purchasing commodities and contracting for freight (including appointment of purchasing and/or shipping agent if applicable); and (3) instructions to contact Programs Operations Division, Export Credits, Foreign Agricultural Service, USDA, telephone (202) 447-5780, for assistance in implementing the Agreement.

D. Regulatory/Legislative Requirement. During negotiations the BDG representatives were reminded that, under current regulatory and legislative requirements:

(1) Purchase of food commodities under the Agreement must be made on the basis of Invitations For Bids (IFB's) publicly advertised in the United States and on the basis of bids (offers) which shall conform to the IFB. Bids are to be received and publicly opened in the United States. All awards under IFB's must be consistent with open, competitive, and responsive bid procedures.

(2) Terms of all IFB's (including IFB's for ocean freight), must be approved by the General Sales Manager, FAS, USDA, prior to issuance.

(3) If the BDG nominates a purchasing or shipping agent to procure commodities or arrange ocean transportation under the Agreement, the BDG is required to notify the General Sales Manager, FAS, USDA, in writing, of such nomination and attach a copy of the proposed agency agreement. All purchasing and shipping agents must be approved by the General Sales Manager, FAS, USDA in accordance with regulatory standards designed to eliminate certain potential conflicts of interest.

E. Letters of Credit.

(1) During negotiations BDG representatives provided assurances that appropriate measures will be taken to ensure that operable and irrevocable letters of credit for both commodities and freight will be issued as soon as possible after commodities are purchased and ocean freight booked.

(2) The USG representatives explained to BDG representatives that commodity and ocean freight suppliers may refuse to load vessels when acceptable letters of credit for commodities or ocean freight are not available at time of loading. This can result in costly claims by vessel owners (demurrage) and by commodity suppliers (carrying charges).

(3) The BDG must open letters of credit for 100 percent of ocean freight not later than 48 hours prior to vessel presentation for loading, providing for sight payment in U.S. dollars in favor of the ocean transportation supplier on the basis of tonnage and rates specified in the applicable charter party or booking note.

(4) The USG representatives reviewed with the BDG representatives Section 17.9 (M) of the Title I financing regulations concerning payment of the final 10 percent of ocean freight charges. It was pointed out that where the ocean freight contract provides for demurrage/despatch,

90 percent of the ocean freight must be paid promptly on arrival of cargo. The remaining 10 percent, less despatch if any, should be paid promptly to the carrier upon completion of the laytime statement. Claims against the carrier for damaged or lost cargo should be pursued through normal channels and not be deducted from the ocean freight.

F. Compliance and Reporting Requirements. Compliance and reporting are an essential part of the P.L. 480 Program. BDG representatives were reminded of their Government's responsibility for compliance with provisions of Article III D of Part I of the Agreement. The BDG representatives have a clear understanding of the compliance and reporting requirements and their importance. USG representatives stressed that submission of timely, accurate and substantive reports on compliance as well as shipping and arrival information (ADP sheets) will prevent delays in USG processing of requests and Purchase Authorizations.

G. Performance Bonds. The BDG representatives were advised during negotiations that, if the commodity IFB issued by the BDG requires a performance bond, the requirement must be fair to both buyer and seller. USDA is developing performance bond language which satisfies these concerns and which may be used in commodity IFB's. USDA will be available to coordinate implementation of the performance bond language with BDG purchasing officials in the U.S.

H. The USG representatives discussed with BDG the matter of improving the discharge, storage and handling of commodities at their ports. Bangladesh has a record of unsubstantiated losses and unsettled claims due to its inability to verify and document commodity loss or damage. The USG would like a report on the magnitude of this problem, its causes and what BDG/donor efforts are being taken to rectify it. If this review and report reveals the need, the USG would like to add in the next amendment a self-help measure that addresses the identification and implementation of procedures and facilities for accurately identifying and documenting commodity loss and damage; improve the efficiency of claims handling; reduce commodity loss and damage; and increase the efficiency of commodity discharge, handling and storage at the ports.

22. The BDG representatives expressed concern that several sections of the Agreement (Part I Article I H, Part III A, and Annex A Item IV A) provide for unilateral termination of the Agreement without mutual consultation. USG representatives assured the BDG representatives that program termination would be considered only after extensive mutual consultation. The joint annual evaluation of the program required by the Agreement is the instrument for review of program performance and continuation.

23. The BDG representatives indicated that Part I Article II E 2 was

not applicable to this Title III program. The USG representatives agreed that this provision and the other portions of the standard documents referring to procedures for currency use payments are not relevant to the Bangladesh Title III program. They are included because the Preamble, Parts I and III are standard documents which are included in all Title I and III Agreements, but can be ignored for purposes of this program.

24. The BDG representatives asked for clarification regarding clauses in Part I Article II H 2 and Article III G 1 and 2 having to do with the exchange rate at which dollar obligations are converted to local currency amounts. USG representatives assured BDG representatives that the official exchange rate would apply in all cases, rather than the higher rate pertaining in the Wage Earners Scheme market.

25. The BDG representatives noted that the announcement of foodgrain procurement prices before the planting season could cause disruptions in ongoing procurement of the crop being harvested at the time of the announcement, and suggested some room be left for a more flexible approach. The USG representatives countered that if the announcements were to have any effect on production, they would have to come before the planting season at the specified dates. The USG representatives have had the boro and wheat announcement date moved up from December 1 to November 1 because the planting seasons begin before December 1. The BDG representatives acknowledged that some of the plantings take place before December 1, but strongly objected to the USG's insistence on changing a major term of the Agreement at the last moment.

26. According to Annex B Item III B 4, if the stocks fall below 500,000 tons the BDG may suspend the OMS program. The BDG representatives indicated that the 500,000 tons minimum stock level for the OMS program was too low and should be changed to 700,000 tons. The 500,000 ton minimum was instituted a number of years ago. In the years since it came into being the overall population of Bangladesh has increased substantially as has foodgrain storage capacity and average stock levels. The USG representatives agreed that the minimum stock level should be increased, but that this will take place in the context of an evaluation of OMS performance and its impact on stock levels. Experience with the OMS program over the next several months will be reviewed in the Title III evaluation next fall or earlier if the situation demands. The increased minimum stock level can be included in the year's amendment if the evaluation confirms the need for the change.

27. It was agreed that the flour millers' regular basic monthly offtakes through the Public Food Distribution System would be used for the accounting procedure to make possible currency use offset for OMS rice and paddy (Annex B Item III B 5).

28. The BDG representatives asked the USG representatives to clarify the provision in Annex B Item III G that offtakes of vegetable oil in the ration system will not be otherwise increased during the course of the Agreement. It has always been normal practice in the month of fasting or during other religious festivals to make increases in the ration allocation of vegetable oil and sugar. The USG representatives indicated that the provision was not intended to preclude seasonal fluctuations, and continuation of normal practices in this regard would be no problem.

29. Part II Item V 6, requires the BDG to "Implement policies to foster private sector investment in the cotton spinning industry including the announcement of elimination of the 12,500 spindle limitation applicable to new spinning mills." It was agreed that the required announcement would consist of a letter to all of the private investors who had received licenses to build cotton spinning mills indicating that the BDG does not have a policy limiting milling construction to units of 12,500 spindles. The BDG will actively foster the construction of economically viable private cotton spinning mills.

[AMENDING AGREEMENTS]

The Acting Director of the Agency for International Development to the Bangladesh Secretary, External Resources Division, Ministry of Finance and Planning

AGENCY FOR INTERNATIONAL DEVELOPMENT
Dacca, Bangladesh

July 9, 1982

Mr. Kazi Fazlur Rahman
Secretary, External Resources Division
Ministry of Finance and Planning

Dear Mr. Rahman:

I have the honor to refer to the P.L. 480 Title III Agricultural Sales Agreement signed on March 8, 1982 by repre entatives of our two governments, and I propose that the Agreement be amended as follows:

A. At Part II Particular Provisions. Item I - Commodity Table

(1) At the line for rice delete "23,000 MT" and "dollars 6.4 million" and insert "55,000 MT" and "dollars 15.4 million".

(2) Also insert a new line "Total dollars 64.0 million".

B. All other terms and conditions of the March 8, 1982 Title III Agreement shall remain the same.

I propose that this note and your note in reply constitute an agreement between our two governments being effective on the date of your note of reply.

Please accept the assurance of my highest consideration.

Sincerely,

William R. Joslin

William R. Joslin
Acting Director

Mr. Kazi Fazlur Rahman
Secretary
External Resources Division
Ministry of Finance and Planning
People's Republic of Bangladesh

The Bangladesh Secretary, External Resources Division, Ministry of Finance and Planning, to the Acting Director of the Agency for International Development

From: Kazi Fazlur Rahman
Secretary

[1]

Ministry of Finance & Planning
External Resources Division
Government of the People's Republic of Bangladesh
Sher-e-Bangla Nagar
Dacca-7

D.O. No. ERD/USA(PL-480 Title-III Vol.II)-2/81/107 July 13, 1982.

Dear Mr. Joslin,

I have the honour to refer to the PL 480 Title III Agricultural Sales Agreement signed between our two Governments on March 8, 1982 and propose that the Agreement be amended as follows :

A. At Part II Particular Provisions. Item I - Commodity Table

(1) At the line for rice delete "23,000 MT" and "dollars 6.4 million and insert "55,000 MT" and "dollars 15.4 million".

(2) Also insert a new line "Total dollars 64.0 million".

B. All other terms and conditions of the March 8, 1982 Title III Agreement shall remain the same.

I propose that your note of July 9, 1982 and this reply constitute an agreement between our two Governments being effective from today.

Please accept the assurances of my highest consideration.

Yours sincerely,

(Kazi Fazlur Rahman)
Secretary
External Resources Division
Ministry of Finance & Planning

Mr. William R. Joslin,
Acting Director,
USAID/Bangladesh,
Jiban Bima Bhaban (4th floor),
10, Dilkusha C/A, Dacca.

[1] In translation reads: "Government People's Republic of Bangladesh".

The Acting Director of the Agency for International Development to the Bangladesh Secretary, External Resources Division, Ministry of Finance and Planning

UNITED STATES OF AMERICA
AGENCY FOR INTERNATIONAL DEVELOPMENT
Dacca, Bangladesh

August 23, 1982

AID Letter No. 1093

Mr. Kazi Fazlur Rahman
Secretary, External Resources Division
Ministry of Finance and Planning

Dear Mr. Rahman:

I have the honor to refer to the P.L. 480 Title III Agreement of March 8, 1982 as amended July 13, 1982 and propose the agreement be further amended as follows:

A. In Part II Item I - Commodity Table, under the column titled Maximum Export Value

1. For wheat delete "26.1" and insert "25.90".

2. For soybean/cottonseed oil, delete "13.3" and insert "13.52", and

3. For cotton, delete "9.2" and insert "9.18".

B. All other terms and conditions of the March 8, 1982 Agreement as amended remain the same.

I propose this note and your reply constitute an agreement between our two governments effective on the date of your note in reply.

Sincerely,

William R. Joslin
Acting Director

Mr. Kazi Fazlur Rahman
Secretary
External Resources Division
Ministry of Finance and Planning
People's Republic of Bangladesh

cc: Mr. Mohammed Ali
Joint Secretary, ERD

The Bangladesh Joint Secretary, External Resources Division, Ministry of Finance and Planning to the Acting Director of the Agency for International Development

From : Muhammed Ali,
Joint Secretary.

External Resources Division
Ministry of Finance
Sher-e-Bangla N...
Dacca-7

D.O. No. ERD/USA(PL-480 Title-III Vol.II)-2/81 Date August 24, 1982

Dear Mr. Joslin,

I have the honour to refer to PL-480 Title III Agricultural Commodities Sales Agreement of March 8, 1982 as amended July 13, 1982 and propose the agreement be further amended as follows :

A. In Part II Item I - Commodity Table, under the column titled Maximum Export Value

1. For wheat delete " 26.1" and insert " 25.90".
2. For soybean/cotton seed oil, delete " 13.3" and insert " 13.52", and
3. For cotton, delete " 9.2" and insert " 9.18".

B. All other terms and conditions of the March 8, 1982 Agreement as amended remain the same.

I propose that your note of August 23, 1982 and this reply consiitute an agreement between our two Governments being effective from to-day.

Yours sincerely,

24/8/82

Muhammed Ali)

Mr. William R. Joslin,
Acting Director,
USAID Mission to Bangladesh,
Jiban Bima Bhaban (4th floor),
10, Dilkhusha C.A.,
Dacca.

The American Ambassador to the Bangladesh Secretary, External Resources Division, Ministry of Finance and Planning

EMBASSY OF THE
UNITED STATES OF AMERICA

October 14, 1982

Dear Mr. Rahman:

I have the honor to refer to the agricultural commodities agreement between our two governments signed March 8, 1982, as amended July 13, 1982, and August 24, 1982, and to propose that the agreement be further amended as follows:

I. PART II, PARTICULAR PROVISIONS

A. Item I, Commodity Table - insert the following under the appropriate column headings after the line entitled "Cotton":

"Wheat	1983	100,000 MT	17.1"
"Soybean/Cottonseed Oil	1983	10,000 MT	4.5"

B. Under Item III, Usual Marketing Table

(1) delete lines entitled "cotton" and "rice", and

(2) under column entitled Import Period (U.S. Fiscal Year) delete "1982" and insert "1983".

C. Under Item IV, Export Limitations

(1) delete in subparagraph A, after ... U.S. Fiscal Year "1982" and insert "1983".

(2) Under subparagraph B delete subparagraphs 3 and 4.

Mr. Mafizur Rahman
Secretary
External Resources Division
Ministry of Finance and Planning
People's Republic of Bangladesh

II. ANNEX B

A. Under Item III paragraph B Open Market Sales, delete subparagraphs 3 and 4 and insert the following:

"3. The wheat provided under this amendment will be used for OMS."

Renumber subsequent paragraphs accordingly.

B. Under Item III, paragraph E Reduction of the Public Food Distribution System, subparagraph 3, in the first sentence following the word "Agreement", add the words "in FY 1982".

The official minutes of the negotiation for this amendment record the following statement: "At the BDG request, the USG will be pleased to participate in an evaluation or review of OMS and its role in the food security system."

All other terms and conditions of the March 8, 1982 Agreement, as amended, remain the same.

If the foregoing is acceptable to your government, I propose that this note, together with your reply thereto, constitute agreement between our two governments, effective on the date of your note in reply.

Please accept, Sir, the assurances of my high consideration.

Jane A. Coon
Ambassador

The Bangladesh Secretary, External Resources Division, Ministry of Finance and Planning, to the American Ambassador

From : Mafizur Rahman,
Secretary.

External Resources Division
Ministry of Finance & Planning
Sher-e-Bangla Nagar
Dacca-7

D.O. No. ERD/USA(PL-480-Title-III)-7/82 Date October 14, 1982

Dear Mrs. Coon,

I have the honour to refer to your letter of this day, the 14th October 1982, which reads as under :-

" I have the honor to refer to the agricultural commodities agreement between our two governments signed March 8,1982, as amended July 13,1982, and August 24, 1982, and to propose that the agreement be further amended as follows :

I. PART II, PARTICULAR PROVISIONS

A. Item I,Commodity Table - insert the following under the appropriate column headings after the line entitled " Cotton ":

" Wheat	1983	100,000 MT	17.1"
" Soybean/Cottonseed Oil	1983	10,000 MT	4.5"

B. Under Item III, Usual Marketing Table

(1) delete lines entitled "Cotton" and "rice", and

(2) under column entitled Import Period(U.S.Fiscal Year)delete "1982" and insert "1983".

C. Under Item IV,Export Limitations

(1) delete in subparagraph A, after... U.S.Fiscal Year "1982 " and insert "1983".

(2) Under subparagraph B delete subparagraphs 3 and 4.

II. ANNEX B

A. Under Item III paragraph B Open Market Sales,delete subparagraphs 3 and 4 and insert the following:

" 3. The wheat provided under this amendment will be used for OMS."

Renumber subsequent paragraphs accordingly.

B. Under Item III, paragraph E Reduction of the Public Food Distribution Syster, subparagraph 3, in the first sentence following the word " Agreement", add the words " in FY 1982".

The Official minutes of the negotiation for this amendment record the following statement: " At the BDG request, the USG will be pleased to participate in an evaluation or review of CMS and its role in the food security system."

All other terms and conditions of the March 8,1982 Agreement, as amended, remain the same.

If the foregoing is acceptable to your government, I propose that this note, together with your reply thereto, constitute agreement between our two governments, effective on the date of your note in reply."

I hereby, confirm that the above sets out correctly the understanding reached between the Government of the People's Republic of Bangladesh and the Government of the United States of America.

Please accept, Madam, the assurances of my highest consideration.

Sincerely yours,

(Mafizur Rahman)

H.E. Mrs. Jane A.Coon,
Ambassador for U.S.A.in Bangladesh,
Dhaka.

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0484

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TRADE IN TEXTILES

Agreement Between the
UNITED STATES OF AMERICA
and JAPAN

Amending and Extending the
Arrangement of August 17, 1979

Effected by Exchange of Notes
Signed at Washington September 1, 1982

with

Record of Discussion

S 9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89-497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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Washington, D.C. 20402

JAPAN

Trade in Textiles

Agreement amending and extending the arrangement of August 17, 1979.
Effected by exchange of notes
Signed at Washington September 1, 1982;
Entered into force September 1, 1982;
Effective January 1, 1982.
With record of discussion.

The Japanese Ambassador to the Secretary of State

EMBASSY OF JAPAN
WASHINGTON, D. C.

September 1, 1982

Excellency,

I have the honor to refer to the Arrangement Regarding International Trade in Textiles done in Geneva on December 20, 1973 and extended by Protocols done in Geneva on December 14, 1977 and December 22, 1981.[1]

I have further the honor to refer to the recent discussions held between the representatives of the Government of Japan and the Government of the United States of America with regard to the Arrangement between the Government of Japan and the Government of the United States of America concerning Trade in Cotton, Wool and Man-made Fiber Textiles between Japan and the United States of America (hereinafter referred to as "the Arrangement") effected by the Exchange of Notes of August 17, 1979,[2] and to confirm, on behalf of the Government of Japan, the understanding reached between the two Governments that the Arrangement, including the Record of Understanding attached to it, will be applied for a four-year period from January 1, 1982 through December 31, 1985 by the two Governments with the understanding that the Arrangement will be amended as follows:

His Excellency
Mr. George P. Shultz
The Secretary of State

[1] TIAS 7840, 8939, 10323; 25 UST 1001; 29 UST 2287; 33 UST.
[2] TIAS 9564; 30 UST 6517.

1. Paragraph 3 of the Arrangement will be deleted and replaced by the following:

"3. For the period beginning January 1, 1982 and extending through December 31, 1985, existing cotton categories 300 through 369, existing wool categories 400 through 469, and existing man-made fiber categories 603 through 669 (numbers 706.3400, 706.3900, 706.4140, and 706.4150 excluded from category 669), as specified in the U.S. Correlation of January 1982 (Textile and Apparel Categories with Tariff Schedules of the United States Annotated) and any subsequent technical modifications thereof, will not be subject to numerical limits other than those arising under the provisions of paragraph 4 hereof."

2. Subparagraph (2) of paragraph 10 of the Arrangement will be deleted and replaced by the following:

"(2) In the implementation of this Arrangement, the system of textile categories and the rates of conversion are set forth in the U.S. Correlation of January 1982 and any subsequent technical modifications thereof. The assignments of products to categories listed in the Correlation will be determined in accordance with the United States Customs classification and definitions, subject to further clarification where necessary."

I have further the honor to request Your Excellency to be good enough to confirm the foregoing understanding on behalf of the Government of the United States of America.

Accept, Excellency, the renewed assurances of my highest consideration.

Yoshio Okawara
Ambassador Extraordinary
and Plenipotentiary of
Japan

The Secretary of State to the Japanese Ambassador

DEPARTMENT OF STATE
WASHINGTON

September 1, 1982

Excellency:

I have the honor to acknowledge the receipt of Your Excellency's note of today's date, which reads as follows:

[For the text of the Japanese note, see pp. 2-3.]

I have further the honor to confirm the foregoing understanding on behalf of the Government of the United States of America.

Accept, Excellency, the renewed assurances of my highest consideration.

For the Secretary of State:

Robert Morris[1]

His Excellency
Yoshio Okawara,
Ambassador of Japan

[1] Robert Morris.

RECORD OF DISCUSSION

1. During the course of talks between the representatives of the Government of Japan and of the Government of the United States of America on trade in textile products held in Geneva in December 1981, Japanese exports to the United States of America of eleven items in the attached list were discussed.

2. The representatives of the Delegation of the Government of the United States of America explained the overall import situation with respect to these items, and requested Japanese cooperation by limiting exports of these items from Japan. The representative of the Delegation of the Government of Japan expressed his Government's readiness and intention to see to it that the exports of these items from Japan to the United States of America not exceed the respective levels set forth in the attached list, and the representatives of the Delegation of the Government of the United States of America concurred.

FOR THE DELEGATION OF THE GOVERNMENT OF JAPAN:

FOR THE DELEGATION OF THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

SEPTEMBER 1, 1982

Japan's export restraints on specific categories

	Category	Level of limit, growth	Swing and others
(1)	TQ 335	Total of 806,852 dozen over 4 years	Swing from other categories under restraint will be raised if necessary. The GOJ will make every effort to insure that Japan shall not export more than 35% of a multi-year limit in any year.
(2)	TQ 348	Total of 4,955,506 dozen over 4 years	
(3)	TQ 435	Total of 96,118 dozen over 4 years	
(4)	TQ 442	Total of 70,488 dozen over 4 years	
(5)	TQ 448	Total of 107,651 dozen over 4 years	
(6)	TQ 331	Not more than 1,663,284 dozen pairs in 1982. Standstill in 1983, 1984 & 1985. The USG shall consult with the GOJ when the latter requests the consultations on the size of quotas for 1983, 1984 & 1985.	Swing from other categories under restraints will be raised if necessary.
(7)	TQ 338	Not more than 769,020 dozen in 1982. 3% annual growth rate in 1983, 1984 & 1985.	
(8)	TQ 339	Not more than 2,149,722 dozen in 1982. 3% annual growth rate in 1983, 1984 & 1985.	
(9)	TQ 612	Not more than 208,100,400 syds in 1982. 1% annual growth rate in 1983, 1984 & 1985.	The GOJ will make every effort to insure that monthly shipments will not exceed 20 million syds during the period of any restraint.
(10)	TQ 410	Not more than 14,424,214 syds in 1982. 1% annual growth rate in 1983, 1984 & 1985. Annual export level will not exceed 6 million syds over previous year's export level during the period of 1982-1985.	5% swing from the part of TQ 614 (TSUSA 338-1000, 338-1515 through 338-1580) during the period of 1982-1985.
(11)	Pt of TQ 614	Not more than 19,674,236 syds in 1982. 3% annual growth rate in 1983, 1984 & 1985.	7% swing from TQ 410 during the period of 1982-1985.

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AGRICULTURAL COMMODITIES

Agreement Between the
UNITED STATES OF AMERICA
and the DOMINICAN REPUBLIC

Amending the Agreement of
May 21, 1982

Effected by Exchange of Notes
Signed at Santo Domingo August 2 and 26, 1982

S9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89–497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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Washington, D.C. 20402

DOMINICAN REPUBLIC

Agricultural Commodities

Agreement amending the agreement of May 21, 1982.
Effected by exchange of notes
Signed at Santo Domingo August 2 and 26, 1982;
Entered into force August 26, 1982.

The American Ambassador to the Secretary of State for Foreign Relations of the Dominican Republic

Santo Domingo, August 2, 1982

No. 75

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement signed May 21, 1982, [1] by representatives of our two governments, and to propose that the agreement be amended as follows:

In Part II, Particular Provisions, Item I, Commodity Table, please make the following changes.

(A) On the line entitled "Corn/Sorghum," under appropriate column headings, delete "100,000–11.7," and insert "73,000–8.3."

(B) On the line entitled "Soybean/Cottonseed Oil," under appropriate column headings, delete "10,000–5.3," and insert "16,400–8.7."

All other terms and conditions of the May 21, 1982 Agreement remain unchanged.

If the foregoing is acceptable to your government, I propose that this note, together with your reply thereto, constitute an agreement between our two governments, effective the date of your note in reply.

Accept, Excellency, the renewed assurances of my highest consideration.

ROBERT ANDERSON

His Excellency
DR. PEDRO PADILLA TONOS
Secretary of State for Foreign Relations
Santo Domingo, D. R.

---

[1] TIAS 10391; 33 UST.

READEX FICHE best copy available

The Secretary of State for Foreign Relations of the Dominican Republic to the American Ambassador

REPUBLICA DOMINICANA
Secretaría de Estado
de Relaciones Exteriores

DEJ- 702

Santo Domingo, D. N.,
26 AGO. 1982

Excelencia:

Tengo el honor de saludarle en ocasión de dar respuesta a la Nota No. 75 de fecha 2 de agosto en - curso, mediante la cual propone enmienda al Acuerdo para la venta de Productos Agrícolas, suscrito el 21 de mayo de 1982 por representantes de nuestros dos países para - que diga de la siguiente manera:

"En la Parte II, Disposiciones Especiales, Punto I, Tabla de Productos, favor hacer los siguientes cambios:

(A) En la línea titulada, "Maíz/Sorgo", bajo las columnas apropiadas eliminar "100,000-11.7", e insertar "73,000-8.3".

(B) En la línea titulada, "Aceite de Soya/ Semilla de Algodón", bajo las columnas apropiadas eliminar "10,000-5.3, e insertar "16,400-8.7".

"Todos los otros términos y condiciones del Acuerdo firmado el 21 de mayo de 1982 permanecen sin cambio".

En tal sentido, me complace comunicar a - Vuestra Excelencia que mi Gobierno acepta los términos de

Su Excelencia
Robert Anderson,
Embajador Extraordinario y
Plenipotenciario de los Estados
Unidos de América,
C I U D A D.

las modificaciones propuestas y conviene que Vuestra Nota de referencia y ésta de respuesta constituyen un acuerdo entre nuestros dos países, efectivo a partir de esta fecha.

Hago provecho de la oportunidad para reiterar a Vuestra Excelencia las seguridades de mi más alta consideración.

JAVI
JMHS
RCC/cca.

TRANSLATION

Dominican Republic

Department of Foriegn Relations

No. DEJ-702 Santo Domingo, D.N., August 26, 1982

Excellency:

I have the honor to reply to note No. 75 of August 2, 1982, in which you propose that the Agreement for Sales of Agricultural Commodities, signed May 21, 1982, by representatives of our two countries, be amended as follows:

[For the English language text, see p. 1.]

In this regard, I am pleased to inform Your Excellency that my Government accepts the proposed changes and agrees that your note in reference and this reply constitute an agreement between our two countries, effective this date.

I avail myself of this opportunity to renew to Your Excellency the assurance of my highest consideration.

Pedro Padilla Tonos

His Excellency
Robert Anderson,
Ambassador Extraordinary and Plenipotentiary
of the United States of America,
Santo Domingo.

GPO 1985 48-720 (f2800)

10488

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10488

AVIATION

Transport Services

Agreement Between the
UNITED STATES OF AMERICA
and EL SALVADOR

Signed at Washington April 2, 1982

with

Exchange of Letters

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S9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89-497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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Washington, D.C. 20402

EL SALVADOR

Aviation: Transport Services

Agreement signed at Washington April 2, 1982;
Entered into force November 22, 1982.
With exchange of letters.

AIR TRANSPORT AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF EL SALVADOR

The Government of the United States of America and the Government of El Salvador;

Desiring to promote an international air transport system based on competition among airlines in the marketplace with minimum governmental interference and regulation;

Desiring to facilitate the expansion of international air transport opportunities;

Desiring to make it possible for airlines to offer the traveling and shipping public a variety of service options at the lowest prices that are not predatory or discriminatory and do not represent abuse of a dominant position and wishing to encourage individual airlines to develop and implement innovative and competitive prices;

Desiring to ensure the highest degree of safety and security in international air transport and reaffirming their grave concern about acts or threats against the security of aircraft, which jeopardize the safety of persons or property, adversely affect the operation of air transportation, and undermine public confidence in the safety of civil aviation;

Being Parties to the Convention on International Civil Aviation opened for signature at Chicago on December 7, 1944;[1]

Desiring to conclude a agreement covering all forms of air transportation;

Have agreed as follows:

[1] TIAS 1591, 6605, 6681; 61 Stat. 1180; 19 UST 7693; 20 UST 718.

ARTICLE 1

Definitions

For the purposes of this Agreement, unless otherwise stated, the term:

(a) "Aeronautical authorities" means, in the case of the United States, the Civil Aeronautics Board or the Department of Transportation, whichever has jurisdiction, or their successor agencies, and in the case of El Salvador, the General Directorate of Civil Aeronautics, or its successor agency;

(b) "Agreement" means this Agreement, its Annexes, and any amendments thereto;

(c) "Air transportation" means any operation performed by aircraft for the public carriage of traffic in passengers, baggage, cargo and mail, separately or in combination, for remuneration or hire;

(d) "Convention" means the Convention on International Civil Aviation, opened for signature at Chicago on December 7, 1944, and includes:

(i) any amendment which has entered into force under Article 94(a) of the Convention and has been ratified by both parties, and

(ii) any Annex or any amendment thereto adopted under Article 90 of the Convention, insofar as such Annex or amendment is at any given time effective for both parties;

(e) "Designated airline" means an airline designated and authorized in accordance with Article 3 of this Agreement;

(f) "Price" means:

(i) any fare, rate or price to be charged by airlines, or their agents, and the conditions governing the availability of such fare, rate and price;

(ii) the charges and conditions for services ancillary to carriage of traffic which are offered by airlines; and

(iii) amounts charged by airlines to air transportation intermediaries;

for the carriage of passengers (and their baggage) and/or cargo (excluding mail) in air transportation.

(g) "International air transportation" means an air transportation which passes through the air space over the territory of more than one State;

(h) "Stop for non-traffic purposes" means a landing for any purpose other than taking on or discharging passengers, baggage, cargo and mail in air transportation;

(i) "Territory" means the land areas under the sovereignty, jurisdiction, protection, or trusteeship of a Party, and the territorial waters adjacent thereto;

(j) "User charge" means a charge made to airlines for the provision of airport, air navigation or aviation security property or facilities; and

(k) "Full economic costs" means the direct cost of providing service plus a reasonable charge for administrative overhead.

ARTICLE 2

Grant of Rights

(1) Each Party grants to the other Party the following rights for the conduct of international air transportation by the airlines of the other Party:

(a) the right to fly across its territory without landing;

(b) the right to make stops in its territory for non-traffic purposes;

(c) the rights otherwise specified in this Agreement.

(2) Nothing in paragraph (1) of this article shall be deemed to grant the right for one Party's airlines to participate in air transportation between points in the territory of the other Party.

ARTICLE 3

Designation and Authorization

(1) Each Party shall have the right to designate as many airlines as it wishes to conduct international air transportation in accordance with this Agreement and Annexes and to withdraw or alter such designations. Such designations shall be transmitted to the other Party in writing through diplomatic channels, and shall identify whether the airline is authorized to conduct the type of air transportation specified in Annex I or in Annex II or in both.

(2) On receipt of such a designation and of applications in the form and manner prescribed from the designated airline for operating authorizations and technical permissions, the other Party shall grant appropriate authorizations and permissions with minimum procedural delay, provided:

(a) substantial ownership and effective control of that airline are vested in the Party designating the airline, nationals of that Party, or both;

(b) the designated airline is qualified to meet the conditions prescribed under the laws and regulations normally applied to the operation of international air transportation by the Party considering the application or applications; and

(c) the Party designating the airline is maintaining and administering the standards set forth in Article 6 (Safety).

ARTICLE 4

Revocation of Authorization

(1) Each Party may revoke, suspend or limit the operating authorizations or technical permissions of an airline designated by the other Party where:

(a) substantial ownership and effective control of that airline are not vested in the other Party or the other Party's nationals;

(b) that airline has failed to comply with the laws and regulations referred to in Article 5 of this Agreement; or

(c) the other Party is not maintaining and administering the standards as set forth in Article 6 (Safety).

(2) Unless immediate action is essential to prevent further non-compliance with subparagraphs (1)(b) or (1)(c) of this Article, the rights established by this Article shall be exercised only after consultation with the other Party.

ARTICLE 5

Application of Laws

(1) While entering, within or leaving the territory of one Party, its laws and regulations relating to the operation and navigation of aircraft shall be complied with by the other Party's airlines.

(2) While entering, within or leaving the territory of one Party, its laws and regulations relating to the admission to or departure from its territory of passengers, crew or cargo on aircraft (including regulations relating to entry, clearance, aviation security, immigration, passports, customs and quarantine or, in the case of mail, postal regulations) shall be complied with by or on behalf of such passengers, crew or cargo of the other Party's airlines.

ARTICLE 6

Safety

(1) Each Party shall recognize as valid, for the purpose of operating the air transportation provided for in this Agreement, certificates of airworthiness, certificates of competency, and licenses issued or validated by the other Party and still in force, provided that the requirements for such certificates or licenses at least equal the minimum standards which may be established pursuant to the Convention. Each Party may, however, refuse to recognize as valid for the purpose of flight above its own territory, certificates of competency and licenses granted to or validated for its own nationals by the other Party.

(2) Each Party may request consultations concerning the safety and security standards maintained by the other Party relating to aeronautical facilities, aircrew, aircraft, and operation of the designated airlines. If, following such consultations, one Party finds that the other Party does not effectively maintain and administer safety and security standards and requirements in these areas that at least equal the minimum standards which may be established pursuant to the Convention, the other Party shall be notified of such findings and the steps considered necessary to conform with these minimum standards; and the other Party shall take appropriate corrective action. Each Party

reserves the right to withhold, revoke or limit the operating authorization or technical permission of an airline or airlines designated by the other Party in the event the other Party does not take such appropriate action within a reasonable time.

ARTICLE 7

Aviation Security

Each Party:

(1) reaffirms its commitment to act consistently with the provisions of the Convention on Offenses and Certain Other Acts Committed on Board Aircraft, signed at Tokyo on September 14, 1963,[1] the Convention for the Suppression of Unlawful Seizure of Aircraft, signed at The Hague on December 16, 1970,[2] and the Convention for the Suppression of Unlawful Acts Against the Safety of Civil Aviation, signed at Montreal on September 23, 1971;[3]

(2) shall require that operators of aircraft of its registry act consistently with applicable aviation security provisions established by the International Civil Aviation Organization; and

(3) shall provide maximum aid to the other Party with a view to preventing unlawful seizure of aircraft, sabotage to aircraft, airports, and air navigation facilities, and threats to aviation security; give sympathetic consideration to any request from the other Party for special security measures for its aircraft or passengers to meet a particular threat; and, when incidents or threats of hijacking or sabotage against aircraft, airports or air navigation facilities occur, assist the other Party by facilitating communications intended to terminate such incidents rapidly and safely.

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[1] TIAS 6768; 20 UST 2941.
[2] TIAS 7192; 22 UST 1641.
[3] TIAS 7570; 24 UST 564.

ARTICLE 8

Commercial Opportunities

(1) The airlines of one Party may establish offices in the territory of the other Party for the promotion and sale of air transportation.

(2) The designated airlines of one Party may, in accordance with the laws and regulations of the other Party relating to entry, residence and employment, bring in and maintain in the territory of the other Party managerial, sales, technical, operational and other specialist staff required for the provision of air transportation.

(3) Each designated airline may perform its own ground handling in the territory of the other Party ("self-handling") or, at its option, select among competing agents for such services. These rights shall be subject only to physical constraints resulting from considerations of airport safety. Where such considerations preclude self-handling, ground services shall be available on an equal basis to all airlines; charges shall be based on the costs of services provided; and such services shall be comparable to the kind and quality of services if self-handling were possible.

(4) Each airline of one Party may engage in the sale of air transportation in the territory of the other Party directly and, at the airline's discretion, through its

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agents, except as may be specifically provided for the protection of the consumer by the regulations of the country in which the traffic originates. Each airline may sell such transportation, and any person shall be free to purchase such transportation, in the currency of that territory or in freely convertible currencies according to the laws and regulations of said Party.

(5) Each airline of one Party may convert and remit to its country, on demand, local revenues from the sale of such air transportation in excess of sums locally disbursed. Conversion and remittance shall be permitted promptly without restrictions or remittance taxation in respect thereof at the rate of exchange applicable to current transactions and remittance, and according to the national laws and regulations of each Party.

ARTICLE 9

Customs Duties and Taxes

(1) On arriving in the territory of one Party, aircraft operated in international air transportation by the designated airlines of the other Party, their regular equipment, ground equipment, fuel, lubricants, consumable technical supplies, spare parts including engines, aircraft stores (including but not limited to such items as food, beverages and liquor, tobacco and other products destined for sale to or use by passengers in limited quantities during the flight), and other items intended for or used solely in connection with the operation or servicing of aircraft engaged in international air transportation shall be exempt, on the basis of reciprocity, from all import restrictions, property taxes and capital levies, customs duties, excise taxes, and similar fees and charges imposed by the national authorities, and not based on the cost of services provided, provided such equipment and supplies remain on board the aircraft.

(2) There shall also be exempt, on the basis of reciprocity, from the taxes, duties, fees and charges referred to in paragraph (1) of this Article, with the exception of charges based on the cost of the service provided:

(a) aircraft stores introduced into or supplied in the territory of a Party and taken on board, within

reasonable limits, for use on outbound aircraft of a designated airline of the other Party engaged in international air transportation, even when these stores are to be used on a part of the journey performed over the territory of the Party in which they are taken on board;

(b) ground equipment and spare parts including engines introduced into the territory of a Party for the servicing, maintenance or repair of aircraft of a designated airline of the other Party used in international air transportation; and

(c) fuel, lubricants and consumable technical supplies introduced into or supplied in the territory of a Party for use in an aircraft of a designated airline of the other Party engaged in international air transportation, even when these supplies are to be used on a part of the journey performed over the territory of the Party in which they are taken on board.

(3) Equipment and supplies referred to in paragraphs (1) and (2) of this Article may be required to be kept under the supervision or control of the appropriate authorities.

(4) The exemptions provided for by this Article shall also be available where the designated airlines of one Party have contracted with another airline, which similarly enjoys such exemptions from the other Party, for the loan or transfer in the territory of the other Party of the items specified in paragraphs (1) and (2) of this Article.

(5) Each Party shall use its best efforts to secure for the designated airlines of the other Party, on the basis of reciprocity, an exemption from taxes, duties, charges and fees imposed by State, regional and local authorities on the items specified in paragraphs (1) and (2) of this Article, as well as from fuel through-put charges, in the circumstances described in this Article, except to the extent that the charges are based on the actual cost of providing the service.

ARTICLE 10

User Charges

(1) User charges imposed by the competent charging authorities on the airlines of the other Party shall be just, reasonable, and non-discriminatory.

(2) User charges imposed on the airlines of the other Party may reflect, but shall not exceed, an equitable portion of the full economic cost to the competent charging authorities of providing the airport, air navigation, and aviation security facilities and services. Facilities and services for which charges are made shall be provided on an efficient and economic basis. Reasonable notice shall be given prior to changes in user charges. Each Party shall encourage consultations between the competent charging authorities in its territory and airlines using the services and facilities, and shall encourage the competent charging authorities and the airlines to exchange such information as may be necessary to permit an accurate review of the reasonableness of the charges.

ARTICLE 11

Fair Competition

(1) Each Party shall allow a fair and equal opportunity for the designated airlines of both Parties to compete in the international air transportation covered by this Agreement.

(2) Each Party shall take all appropriate action within its jurisdiction to eliminate all forms of discrimination or unfair competition practices adversely affecting the competitive position of the airlines of either Party.

(3) Neither Party shall unilaterally limit the volume of traffic, frequency or regularity of service, or the aircraft type or types operated by the designated airlines of the other Party, except as may be required for customs, technical, operational or environmental reasons under uniform conditions consistent with Article 15 of the Convention.

(4) Neither Party shall impose on the other Party's designated airlines a first refusal requirement, uplift ratio, no-objection fee, or any other requirement with respect to the capacity, frequency or traffic which would be inconsistent with the purposes of this Agreement.

(5) Neither Party shall require the filing of schedules, programs for charter flights, or operational plans by airlines of the other Party for approval, except as may be required on a non-discriminatory basis to enforce uniform

conditions as foreseen by paragraph (3) of this Article or as may be specifically authorized in an Annex to this Agreement. If a Party requires filings for information purposes, it shall minimize the administrative burdens of filing requirements and procedures on air transportation intermediaries and on designated airlines of the other Party.

ARTICLE 12

Pricing (Mutual Disapproval)

(1) Each Party shall allow prices for air transportation to be established by each designated airline based upon commercial considerations in the marketplace. Intervention by the Parties shall be limited to:

(a) prevention of predatory or discriminatory prices or practices;

(b) protection of consumers from prices that are unduly high or restrictive because of the abuse of a dominant position; and

(c) protection of airlines from prices that are artificially low because of direct or indirect governmental subsidy or support.

(2) Each Party may require notification to or filing with its aeronautical authorities of prices proposed to be charged to or from its territory by airlines of the other Party. Notification or filing by the airlines of both Parties may be required no more than 60 days before the proposed date of effectiveness. In individual cases, notification or filing may be permitted on shorter notice than normally required. Neither Party shall require the notification or filing by airlines of the other Party of prices charged by charterers to the public for traffic originating in the territory of the other Party.

(3) Neither Party shall take unilateral action to prevent the inauguration or continuation of a price proposed to be charged or charged by (a) an airline of either Party for international air transportation between the territories of the Parties, or (b) an airline of one Party for international air transportation between the territory of the other Party and any other country, including in both cases transportation on an interline or intra-line basis. If either Party believes that any such price is inconsistent with the considerations set forth in paragraph (a) of this Article, it shall request consultations and notify the other Party of the reasons for its dissatisfaction as soon as possible. These consultations shall be held not later than 30 days after receipt of the request, and the Parties shall cooperate in securing information necessary for reasoned resolution of the issue. If the Parties reach agreement with respect to a price for which a notice of dissatisfaction has been given, each Party shall use its best efforts to put that agreement into effect. Without mutual agreement, that price shall go into or continue in effect.

(4) Notwithstanding paragraph (3) of this Article, each Party shall allow (a) any airline of either Party or any airline of a third country to meet a lower or more competitive price proposed or charged by any other airline or charterer for international air transportation between

the territories of the Parties, and (b) any airline of one Party to meet a lower or more competitive price proposed or charged by any other airline or charterer for international air transportation between the territory of the other Party and a third country. As used herein, the term "meet" means the right to establish on a timely basis, using such expedited procedures as may be necessary, an identical or similar price on a direct, interline or intra-line basis, notwithstanding differences in conditions relating to routing, roundtrip requirements, connections, type of service or aircraft type or such price through a combination of prices.

ARTICLE 13

Consultations

Either Party may, at any time, request consultations relating to this Agreement. Such consultations shall begin at the earliest possible date, but not later than 60 days from the date the other Party receives the request unless otherwise agreed. Each Party shall prepare and present during such consultations relevant evidence in support of its position in order to facilitate informed, rational and economic decisions.

If there are any changes or revisions in this Agreement or its Annexes as a result of such consultations, they shall be confirmed by diplomatic note.

ARTICLE 14

Settlement of Disputes

(1) Any dispute arising under this Agreement which is not resolved by a first round of formal consultations, except those which may arise under paragraph 3 of Article 12 (Pricing), may be referred by agreement of the Parties for decision to some person or body. If the Parties do not so agree, the dispute shall at the request of either Party be submitted to arbitration in accordance with the procedures set forth below.

(2) Arbitration shall be by a tribunal of three arbitrators to be constituted as follows:

(a) within 30 days after the receipt of a request for arbitration, each Party shall name one arbitrator. Within 60 days after these two arbitrators have been named, they shall by agreement appoint a third arbitrator, who shall act as President of the arbitral tribunal;

(b) if either Party fails to name an arbitrator, or if the third arbitrator is not appointed in accordance with subparagraph (a) of this paragraph, either Party may request the President of the International Court of Justice to appoint the necessary arbitrator or arbitrators within 30 days. If the President is of the same nationality as one of the Parties, the most senior Vice President who is not disqualified on that ground shall make the appointment.

(3) Except as otherwise agreed, the arbitral tribunal shall determine the limits of its jurisdiction in accordance with this Agreement and shall establish its own procedure. At the direction of the tribunal or at the request of either of the Parties, a conference to determine the precise issues to be arbitrated and the specific procedures to be followed shall be held no later than 15 days after the tribunal is fully constituted.

(4) Except as otherwise agreed, each Party shall submit a memorandum within 45 days of the time the tribunal is fully constituted. Replies shall be due 60 days after the presentation of the Memorandum. The tribunal shall hold a hearing at the request of either Party or at its discretion within 15 days after the date of filing of the responses.

(5) The tribunal shall attempt to render a written decision within 30 days after completion of the hearing or, if no hearing is held, after the date both replies are submitted, whichever is sooner. The decision of the majority of the tribunal shall prevail.

(6) The Parties may submit requests for clarification of the decision within 15 days after it is rendered and any clarification given shall be issued within 15 days of such request.

(7) Each Party shall, consistent with its national law, give full effect to any decision or award of the arbitral tribunal.

(8) The expenses of the arbitral tribunal, including the fees and expenses of the arbitrators, shall be shared equally by the Parties. Any expenses incurred by the President of the International Court of Justice in connection with the procedures of paragraph (2)(b) of this Article shall be considered to be part of the expenses of the arbitral tribunal.

ARTICLE 15

Termination

Either Party may, at any given time give notice in writing through diplomatic channels to the other Party of its decision to terminate this Agreement. Such notice shall be sent simultaneously to the International Civil Aviation Organization. This Agreement shall terminate at midnight (at the place of receipt of notice to the other Party) immediately before the first anniversary of the date of receipt of the notice by the other Party, unless the notice is withdrawn by agreement before the end of this period.

ARTICLE 16

Multilateral Agreement

If a multilateral agreement, accepted by both Parties, concerning any matter covered by this Agreement enters into force, this Agreement shall be amended so as to conform with the provisions of the multilateral agreement.

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ARTICLE 17

Registration with ICAO

This Agreement and all amendments thereto shall be registered with the International Civil Aviation Organization.

ARTICLE 18

Entry into Force

This Agreement shall enter into force upon receipt of notification from the Government of El Salvador that its ratification process has been completed.[1]

In witness whereof, the undersigned, being duly authorized by their respective Governments, have signed the present Agreement.

Done in duplicate at Washington, D.C., in the English and Spanish languages, both texts being equally authentic, this Second day of April, Nineteen hundred and Eighty-two.

For the Government of the United States of America [2]

For the Government of El Salvador [3]

[1] Nov. 22, 1982.
[2] Thomas O. Enders.
[3] Ernesto Rivas-Gallont.

ANNEX I

Scheduled Air Service

Section 1

Airlines of one Party whose designation identifies this Annex shall, in accordance with the terms of their designation, be entitled to perform international air transportation (1) between points on the following routes, and (2) between points on such routes and points in third countries through points in the territory of the Party which has designated the airline.

A. Routes for the airline or airlines designated by the Government of the United States:

From the United States and its territories via intermediate points to points in El Salvador and beyond to points outside El Salvador.

B. Routes for the airline or airlines designated by the Government of El Salvador:

1. From El Salvador via Guatemala City, Guatemala, San Pedro Sula, Honduras, and Belize City, Belize to Miami.1/

2. From El Salvador via Guatemala City, Guatemala, San Pedro Sula, Honduras, and Belize City,

1/ The intermediate point Guatemala City, Guatemala, may be served on this route for foreign air transportation of property and mail only. [Footnote in the original.]

Belize to the coterminal points Houston and New Orleans.

3. From El Salvador to the coterminal points Los Angeles and San Francisco.

Section 2

Each designated airline may, on any or all flights and at its option, operate flights in either or both directions and without directional or geographic limitation, serve points on the routes in any order, and omit stops at any point or points outside the territory of the Party which has designated that airline, without loss of any right to carry traffic otherwise permissible under this Agreement.

Section 3

On any international segment or segments of the routes described in Section 1 above, a designated airline may perform international air transportation without any limitation as to change, at any point on the route, in flight number and type of aircraft operated, provided that in the outbound direction the transportation beyond such point is a continuation of the transportation from the territory of the Party which has designated the airline and, in the inbound direction, the transportation to the territory of the Party which has designated the airline is a continuation of the transportation beyond such point.

ANNEX II

Charter Air Service

Section 1

Airlines of one Party whose designation identifies this Annex shall, in accordance with the terms of their designation, be entitled to perform international air transportation to, from and through any point or points in the territory of the other Party, either directly or with stopovers en route, for one-way or roundtrip carriage of the following traffic:

(a) any traffic to or from a point or points in the territory of the Party which has designated the airline;

(b) any traffic to or from a point or points beyond the territory of the Party which has designated the airline and carried between the territory of that Party and such beyond point or points (i) in transportation other than under this Annex; or (ii) in transportation under this Annex with the traffic making a stopover of at least two consecutive nights in the territory of that Party.

Section 2

With regard to traffic originating in the territory of either Party, each airline performing air transportation under this Annex shall comply with such laws, regulations

and rules of the Party in whose territory the traffic originates, whether on a one-way or roundtrip basis, as that Party now or hereafter specifies shall be applicable to such transportation. In addition, designated airlines of one Party may also operate charters with traffic originating in the territory of the other Party in compliance with the laws, regulations and rules of the first Party. When such regulations or rules of one Party apply more restrictive terms, conditions or limitations to one or more of its airlines, the designated airlines of the other Party shall be subject to the least restrictive of such terms, conditions or limitations. Moreover, if the aeronautical authorities of either Party promulgate regulations or rules which apply different conditions to different countries, each Party shall apply the least restrictive regulation or rule to the designated airlines of the other Party.

Section 3

Neither Party shall require a designated airline of the other Party, in respect of the carriage of traffic from the territory of that other Party on a one-way or roundtrip basis, to submit more than a declaration of conformity with the laws, regulations and rules of that other Party referred to under Section 2 of this Annex or of a waiver of these regulations or rules granted by the aeronautical authorities of that other Party.

ACUERDO DE TRANSPORTE AEREO

ENTRE

EL GOBIERNO DE LA REPUBLICA DE EL SALVADOR Y

EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA

El Gobierno de la República de El Salvador y el Gobierno de los Estados Unidos de América;

Deseando promover un sistema de transporte aéreo internacional basado en la competencia entre líneas aéreas en el mercado con un mínimo de interferencia y reglamentación gubernamentales;

Deseando facilitar la expansión de las oportunidades de transporte aéreo internacional;

Deseando hacer posible que las líneas aéreas ofrezcan al público viajero y a los embarcadores una variedad de opciones de servicio a los más bajos precios que no sean depredatorios o discriminatorios y que no representen un abuso de una posición dominante, y deseando estimular a las líneas aéreas individuales para que desarrollen e implementen precios innovativos y competitivos,

Deseando asegurar el más alto grado de seguridad en el transporte aéreo internacional y reafirmando su profunda preocupación por actos y amenazas contra la seguridad de las aeronaves, lo cual pone en peligro la seguridad de las personas y de la propiedad, afecta adversamente la operación del transporte aéreo y menoscaba la confianza pública en la seguridad de la aviación civil,

Siendo partes en la Convención sobre Aviación Civil Internacional abierta a la firma en Chicago el siete de diciembre de 1944, y

Deseando concluir un Convenio que cubra todas las formas del transporte aéreo

Han acordado lo siguiente:

ARTICULO I

Definiciones

Para los efectos de este Convenio, a menos que se indique otra cosa, el término:

(a) "Autoridades aeronáuticas" significa, en el caso de la República de El Salvador, la Dirección General de Aeronáutica Civil o su organismo sucesor; y en el caso de los Estados Unidos de América, la Civil Aeronautics Board o el Department of Transportation, de los dos, el que tenga competencia, o sus sucesores;

(b) "Acuerdo" significa el presente acuerdo, sus anexos y cualesquiera enmiendas a los mismos;

(c) "Transporte aéreo" significa cualquier operación efectuada por una aeronave para el transporte público de pasajeros, equipaje, carga y correo, separadamente o en forma combinada o mixta, mediante remuneración o alquiler.

(d) "Convención" significa la Convención de Aviación Civil Internacional abierta a la firma en Chicago el 7 de diciembre de 1944, e incluye:

(i) Cualquier modificación que hubiere entrado en vigencia de acuerdo con el Artículo 94 a) de la Convención de Aviación Civil Internacional y que hubiere sido ratificada por ambas Partes, y

(ii) Cualquier anexo, o modificación a la misma adoptada en virtud del Artículo 90 de la Convención en la medida en que tal anexo o modificación esté en vigor en un momento dado para ambas Partes;

(e) "Línea aérea designada" significa una línea aérea designada y autorizada de conformidad con el artículo 3 de este Acuerdo;

(f) "Precio" significa:

(i) Cualquier tarifa, flete o precio que cobren las líneas aéreas o sus agentes, y las condiciones que rijan la disponibilidad de tal tarifa, flete o precio;

(ii) Los cargos y condiciones por los servicios auxiliares al tráfico que ofrezcan las líneas aéreas, y

(iii) Las cantidades cobradas por las líneas aéreas a los intermediarios del transporte aéreo,

por concepto del transporte de pasajeros (y su equipaje) y/o la carga (excluyendo correo) en el transporte aéreo.

(g) "Transporte aéreo internacional" significa el transporte aéreo que pasa por el espacio aéreo sobre el territorio de más de un estado.

(h) "Escala para fines no comerciales" significa un aterrizaje para cualquier propósito que no sea embarcar o desembarcar pasajeros (y su equipaje), carga y correo en el transporte aéreo;

(i) "Territorio" significa las áreas terrestres y las aguas adyacentes a ellas bajo la soberanía, jurisdicción, protección o administración fiduciaria de una de las Partes;

(j) "Cargos al usuario" significa el cargo que se le hace a una línea aérea por el uso de la propiedad o las instalaciones aeroportuarias, las de aeronavegación o las de seguridad de la aviación; y

(k) "Costo económico total" significa el costo directo del servicio proporcionado, más un cargo razonable por la administración.

ARTICULO 2

Concesión de Derechos

(1) Cada Parte otorgará a la otra Parte los siguientes derechos para la prestación de servicios de transporte aéreo internacional por las líneas aéreas de la otra Parte:

(a) El derecho de volar a través de su territorio sin aterrizar;

(b) El derecho de hacer escalas en su territorio para fines no comerciales;

(c) Los derechos especificados en cualquier otra forma en el presente Acuerdo.

(2) Nada de lo dispuesto en el párrafo 1) de este Artículo se considerará que otorga el derecho a las líneas aéreas de una Parte a participar en el transporte aéreo entre puntos en el territorio de la otra Parte.

ARTICULO 3

Designación y Autorización

(1) Cada Parte tendrá el derecho a designar tantas líneas aéreas como desee para llevar a cabo el transporte aéreo internacional de conformidad con este Acuerdo y sus Anexos y a cancelar o alterar tal designación. Dichas designaciones deberán ser comunicadas por escrito, y por vía diplomática, a la otra Parte, y especificarán si la línea aérea está autorizada para llevar a cabo el tipo de transporte aéreo especificado en el Anexo I, el Anexo II, o en ambos.

(2) Al recibir tal designación y las solicitudes de la línea aérea designada, en la forma y de la manera prescrita, para autorizaciones de operación y permisos técnicos, la otra Parte otorgará las autorizaciones y permisos apropiados con un mínimo de demora en los procedimientos, siempre y cuando:

(a) una parte substancial de la propiedad y el control efectivo de dicha línea aérea estén en poder de la Parte que designa a la línea aérea, de los nacionales de esa Parte, o de ambos;

(b) la línea aérea designada esté capacitada para cumplir las condiciones prescritas en las leyes y los reglamentos que normalmente aplica a la operación de transporte aéreo internacional, la Parte que está considerando la solicitud o petición; y

(c) la Parte que designa a la línea aérea mantenga y cumpla con las normas estipuladas en el Artículo 6 (Seguridad).

ARTICULO 4

Revocatoria de la Autorización

1) Cada Parte se reserva el derecho de revocar, suspender o limitar las autorizaciones de operación o los permisos técnicos de una línea aérea designada por la otra Parte, en el caso en que:

(a) una parte substancial de la propiedad y el control efectivo de dicha línea aérea no estén en poder de la otra Parte o de nacionales de la otra Parte;

(b) dicha línea aérea no haya cumplido con las leyes y los reglamentos a que se hace referencia en el Artículo 5 de este Acuerdo; o

(c) la otra Parte no esté manteniendo ni cumpliendo las normas estipuladas en el Artículo 6 (Seguridad).

2) A menos que sea esencial tomar una acción inmediata para impedir la falta adicional de cumplimiento de las disposiciones señaladas en los subpárrafos 1) b) ó 1) c) de este Artículo, los derechos establecidos mediante este Artículo se ejercerán solamente previa consulta con la otra Parte.

ARTICULO 5

Aplicación de las Leyes

(1) Las leyes y los reglamentos de una Parte relativos a la operación y navegación de aeronaves serán cumplidos por las líneas aéreas de la otra Parte al entrar o salir del territorio de la primera Parte y durante la permanencia en el mismo.

(2) Las leyes y los reglamentos de una Parte relativos a la admisión o salida de su territorio de pasajeros, tripulación o carga en aeronave (incluyendo los reglamentos relativos al ingreso, despacho, seguridad en materia de aviación, inmigración, pasaportes, aduanas y cuarentena o, en el caso de correo, los reglamentos postales) serán cumplidos por, o en nombre de tales pasajeros, tripulación o carga de la línea aérea de la otra Parte al entrar o salir del territorio de la primera Parte y durante la permanencia en el mismo."

ARTICULO 6

Seguridad

(1) Cada parte reconocerá como válidos, para efecto de operar el transporte aéreo previsto en este Acuerdo, los certificados de aeronavegabilidad y de competencia y las licencias emitidas o convalidadas por la otra Parte y vigentes, estipulándose que los requerimientos para dichos certificados o licencias sean por lo menos, iguales a las normas mínimas que se establecieren de conformidad con la Convención de Aviación Civil Internacional. No obstante, cada Parte se reserva el derecho de rehusar aceptar como válidos para fines de vuelo sobre su territorio, los certificados de competencia y las licencias otorgadas o convalidadas a sus propios nacionales por la otra Parte.

(2) Cada Parte podrá solicitar consultas concernientes a los estándares de seguridad que mantenga la otra Parte en lo relativo a instalaciones aeronáuticas, tripulaciones aéreas, aeronaves y la operación de las líneas aéreas designadas. Si, al efectuar dichas consultas, una de las Partes encuentra que la otra Parte no mantiene ni cumple efectivamente con estándares de seguridad en estos campos que sean por lo menos iguales a las normas mínimas que pudieran ser establecidas de acuerdo a la Convención de Aviación Civil Internacional, se notificará a la otra Parte sobre el resultado de tales determinaciones y las medidas que se considerarán necesarias para cumplir con dichas normas mínimas; y

la otra Parte tomará las medidas correctivas apropiadas. Cada Parte se reserva el derecho de retener, revocar o limitar la autorización de operación o el permiso técnico de la línea o líneas aéreas designadas por la otra Parte en el caso en que la otra Parte no tome tales medidas apropiadas dentro de un plazo razonable.

ARTICULO 7

Seguridad en la Aviación

Cada Parte:

(1) reafirma su compromiso de actuar de conformidad con las disposiciones del Convenio Sobre las Infracciones y Ciertos Otros Actos Cometidos a Bordo de las Aeronaves, firmado en Tokio el 14 de septiembre de 1963, el Convenio para la Represión del Apoderamiento Ilícito de Aeronaves, firmado en La Haya el 16 de diciembre de 1970, y el Convenio para la Represión de Actos Ilícitos contra la Seguridad de la Aviación Civil, firmado en Montreal el 23 de septiembre de 1971;

(2) exigirá que los operadores de aeronaves de su registro actúen de conformidad con las disposiciones pertinentes sobre seguridad de la aviación establecidas por la Organización de Aviación Civil Internacional; y

(3) proporcionará la mayor ayuda a la otra Parte con objeto de evitar el apoderamiento ilícito de aeronaves, sabotaje de las mismas, de aeropuertos y de instalaciones de aeronavegación, y las amenazas a la seguridad de la aviación; otorgará consideración favorable a cualquier petición que presente la otra Parte relativa a la imposición de medidas especiales de seguridad para sus aeronaves o pasajeros con el fín de hacer frente a una amenaza específica; y cuando ocurran incidentes relacionados con, o amenazas de, piratería o sabotaje contra aeronaves, aeropuertos o instalaciones de aeronavegación, ayudará a la otra Parte, facilitando vías de comunicación que tengan el propósito de poner fín a tales incidentes en forma expedita y con seguridad.

ARTICULO 8

Oportunidades Comerciales

(1) Las líneas aéreas de una Parte podrán establecer oficinas en el territorio de la otra Parte para la promoción y ventas de transporte aéreo.

(2) Las líneas aéreas designadas de una Parte, de conformidad con las leyes y los reglamentos de la otra Parte relativos a ingreso, residencia y empleo, podrán traer al territorio de la otra Parte y mantener en él, personal administrativo, técnico, operacional, de ventas y otro personal especializado necesario para la prestación de servicio de transporte aéreo.

(3) Cada línea aérea designada podrá proveerse su propio servicio de tierra en el territorio de la otra Parte ("servicios autónomos") o, si lo prefiere, efectuar una selección entre agentes competidores para llevar a cabo estos servicios. Estos derechos estarán sujetos solamente a restricciones físicas derivadas de consideraciones relativas a la seguridad aeroportuaria. Cuando dichas consideraciones excluyan la posibilidad de emplear servicios autónomos, los servicios de tierra estarán disponibles a todas las aerolíneas en base a la igualdad; los cargos estarán basados en los costos de los servicios que se provean; y dichos servicios deberán ser comparables en tipo y calidad a los servicios autónomos si la prestación de éstos fuera posible.

(4) A reserva de lo que pueda disponerse específicamente para la protección del consumidor en los reglamentos del país en que se origine el tráfico, cada línea aérea de una Parte podrá dedicarse a la venta de transporte aéreo en el territorio de la otra Parte directamente y, a su discreción, a través de sus agentes. Cada línea aérea podrá vender este transporte y cualquier persona estará en libertad de adquirirlo en la moneda de dicho territorio o en moneda de conversión libre de conformidad con las leyes y reglamentos de dicha Parte.

(5) Cada línea aérea de una Parte, si así lo solicita, podrá convertir y remitir a su país los ingresos locales obtenidos por concepto de la venta de dicho transporte aéreo en exceso de las sumas desembolsadas localmente. La conversión y remesa deberá ser permitida prontamente y sin restricciones o impuestos con respecto a ello, al tipo de cambio aplicable a las transacciones y remisiones corrientes, de conformidad con las leyes y regulaciones nacionales aplicables en cada Parte.

ARTICULO 9

Aranceles Aduaneros e Impuestos

(1) Al llegar al territorio de una Parte, las aeronaves que son operadas en transporte aéreo internacional por las líneas aéreas designadas de la otra Parte, su equipo regular, equipo terrestre, combustible, lubricantes, suministros técnicos fungibles, repuestos incluyendo motores, suministros para las aeronaves (incluyendo pero no limitándose a renglones tales como comida, bebidas y licor, tabaco y otros products destinados a la venta a los pasajeros o al uso de los pasajeros, en cantidades limitadas, durante el vuelo), y otros rubros que se utilizarán unicamente en conexión con la operación o el servicio de aeronaves dedicadas al transporte aéreo internacional, o utilizados exclusivamente en relación con dichas operaciones de explotación o servicio, estarán exentos, sobre una base de reciprocidad, de todas las restricciones a la importación, impuestos sobre los bienes y tributos a capital, aranceles aduaneros, impuestos sobre consumo y tarifas o derechos similares impuestos por las autoridades nacionales y que no estén basados en el costo de los servicios prestados, siempre y cuando dichos equipos y suministros permanezcan a bordo de la aeronave.

(2) También estará exentos, en base a reciprocidad, de los impuestos, derechos, tarifas y cargos a que se refiere el párrafo (1) del presente Artículo, con excepción de los cargos basados en el costo de los servicios que se provean:

(a) Los suministros para las aeronaves que son introducidos o adquiridos en el territorio de una Parte y puestos a bordo, dentro de límites razonables, para uso de aeronaves en vuelos de salida, de una línea aérea designada de la otra Parte, dedicada al transporte aéreo internacional, aun cuando dichos suministros se vayan a usar en la parte del trayecto sobre el territorio de la Parte en el que se llevan a bordo;

(b) el equipo terrestre y repuestos, incluyendo motores, introducidos en el territorio de una Parte para el servicio, mantenimiento o reparación de aeronaves de una línea aérea designada de la otra Parte, usadas en el transporte aéreo internacional; y

(c) el combustible, los lubricantes y los suministros técnicos fungibles introducidos o proporcionados en el territorio de una Parte para ser usados en una aeronave de una línea aérea designada de la otra Parte, dedicada al transporte aéreo internacional, aun cuando dichos suministros sean para usarse en la parte del trayecto sobre el territorio de la Parte donde fueran puestos a bordo.

(3) Las autoridades competentes podrán exigir que el equipo y los suministros a que se hace mención en los párrafos 1) y 2) del presente Artículo se mantengan bajo su supervisión o control.

(4) Las exenciones previstas en este Artículo también serán aplicables cuando las líneas aéreas designadas de una Parte hayan contratado con otra línea aérea, que de igual forma disfruta de dichas exenciones de la otra Parte, para el préstamo o la transferencia,

en el territorio de la otra Parte, de los rubros especificados en los párrafos (1) y (2) de este Artículo.

(5) Cada Parte pondrá su mejor empeño en obtener para la línea aérea designada de la otra Parte, en base a la reciprocidad, una exención de impuestos, derechos, cargos y tarifas impuestos por las autoridades estatales, regionales y locales sobre los rubros especificados en los párrafos (1) y (2) de este Artículo, así como de los cargos sobre el combustible que se transmiten directamente al consumidor a través de alzas de precios (through-put charges), en las circunstancias descritas en este Artículo, excepto hasta donde dichos cargos estén basados en el costo real de proveer el servicio.

ARTICULO 10

Cargos al Usuario

(1) Los cargos al usuario impuestos por la autoridad competente a las líneas aéreas de la otra Parte deberán ser justos, razonables y no discriminatorios.

(2) Los cargos al usuario impuestos a las líneas aéreas de la otra Parte podrán reflejar, pero no exceder, una parte equitativa del costo total que representa para las autoridades impositivas competentes el proveer servicios e instalaciones de aeropuerto, de aeronavegación y de seguridad aérea. Las instalaciones y los servicios por los que se imponen estos derechos se proporcionarán en forma eficaz y económica. Se deberá avisar con la anticipación razonable sobre cualquier cambio que se proyecte efectuar en los cargos impuestos al usuario. Cada Parte promoverá la celebración de consultas entre las autoridades impositivas competentes de su territorio y las líneas aéreas que utilicen los servicios y las instalaciones, y alentará a las autoridades impositivas competentes y las líneas aéreas a intercambiar información que sea necesaria para permitir un examen minucioso que determine si los cargos son razonables.

ARTICULO 11

Competencia Justa

(1) Cada Parte dará una oportunidad justa y equitativa a las líneas aéreas designadas de ambas Partes para que compitan en el transporte aéreo internacional a que se refiere el presente Acuerdo.

(2) Cada Parte tomará todas las medidas apropiadas dentro de su jurisdicción para eliminar todas las formas de discriminación y prácticas de competencia desleal que afecten adversamente la posición competitiva de las líneas aéreas de cualquiera de las dos Partes.

(3) Ninguna de las Partes limitará unilateralmente el volumen de tráfico, la frecuencia o regularidad del servicio, o el tipo o los tipos de aeronaves operadas por las líneas aéreas designadas de la otra parte, salvo en cuanto sea necesario por razones de aduanas, técnicas, operacionales o ambientales, conforme a condiciones uniformes compatibles con el Artículo 15 de la Convención.

(4) Ninguna de las Partes impondrá a las líneas aéreas designadas de la otra Parte un requisito en cuanto a derecho de prioridad, porcentaje de mercado que puede recibir, compensación por no presentar objeción, o cualquier otro requisito con respecto a la capacidad, frecuencia o tráfico que sea incompatible con los propósitos del presente Acuerdo.

(5) Ninguna de las Partes exigirá a las líneas aéreas de la otra Parte la presentación de horarios, programas de vuelos de fletamento, o planes de operación para su aprobación, salvo cuando se requiera sobre una base no discriminatoria para hacer cumplir las condiciones uniformes previstas en el párrafo (3) del presente Artículo, o cuando se autorice específicamente en un Anexo al presente Acuerdo. Si una Parte exige la presentación para fines informativos, deberá reducir al mínimo los trámites administrativos de los requisitos y procedimientos de presentación que hayan de cumplir los intermediarios del transporte aéreo y las líneas aéreas designadas de la otra Parte.

ARTICULO 12

Fijación de Precios (Desaprobación mutua)

(1) Cada Parte permitirá a cada línea aérea designada fijar precios para el transporte aéreo, basados en consideraciones comerciales del mercado. La intervención de las Partes estará limitada a:

(a) impedir prácticas o precios discriminatorios o de carácter predatorio;

(b) proteger a los consumidores contra precios que sean indebidamente elevados o restrictivos a causa del abuso de una posición dominante; y

(c) proteger a las líneas aéreas contra precios que sean artificialmente bajos a causa de subvenciones o apoyo gubernamental directos o indirectos.

(2) Cada Parte podrá requerir la notificación o presentación a sus autoridades aeronáuticas de los precios propuestos por las líneas aéreas de la otra Parte para vuelos desde o hacia su territorio. La notificación o la presentación por las líneas aéreas de ambas Partes podrá ser requerida con no más de 60 días de antelación a la fecha de entrada en vigor de los precios. En casos individuales, podrá permitirse la notificación o la presentación en un plazo más corto que lo normalmente requerido. Ninguna Parte exigirá la notificación o el registro por las líneas aéreas de la otra Parte de precios cobrados por fletadores al público, por tráfico originado en el territorio de la otra Parte antedicha.

(3) Ninguna de las Partes emprenderá acción unilateral destinada a impedir la iniciación o continuación de cualquier precio propuesto o cobrado por a) una línea aérea de cualquiera de las Partes por el transporte aéreo internacional entre los territorios de las Partes; o b) una línea aérea de una Parte por el transporte aéreo internacional entre el territorio de la otra Parte y cualquier otro país, incluyendo en ambos casos el transporte sobre una base de interlíneas o intralínea. Si cualquiera de las Partes considera que un precio es incompatible con las consideraciones estipuladas en el párrafo 1) del presente Artículo, deberá solicitar consultas y notificar a la otra Parte las razones de su descontento tan pronto como sea posible. Dichas consultas se celebrarán a más tardar dentro de 30 días a partir de la fecha de recibo de la solicitud y las Partes cooperarán a fin de obtener la información necesaria para llegar a una resolución razonada de la cuestión. Si las Partes llegan a un acuerdo con respecto a un precio para el cual se dió una notificación de descontento, cada Parte hará sus mejores esfuerzos para poner en vigor dicho acuerdo. En defecto de un acuerdo mutuo, tal precio entrará en vigor o seguirá en vigor.

(4) No obstante lo estipulado en el párrafo (3) de este Artículo, cada Parte permitirá a) a cualquier línea aérea de cada Parte o a cualquier línea aérea de un tercer país igualar su precio a otro más bajo a más competitivo propuesto o cobrado por cualquier otra línea aérea o fletador por el transporte aéreo internacional entre los territorios de las Partes, y b) a cualquier línea aérea

de una Parte a igualar su precio a otro más bajo o más competitivo propuesto o cobrado por cualquier otra línea aérea o fletador por el transporte aéreo internacional entre el territorio de la otra Parte y un tercer país. Según se usa aquí, el término "igualar" significa el derecho de establecer oportunamente, usando los procedimientos expeditivos que sean necesarios, un precio idéntico o similar en base directa, interlíneas o intralínea, no obstante las diferencias en condiciones relativas a rutas, requerimientos de viaje de ida y vuelta; conexiones, tipo de servicio o de aeronave, o dicho precio mediante una combinación de precios.

ARTICULO 13

Consultas

Cualquiera de las Partes podrá, en cualquier momento, solicitar consultas relacionadas con este Acuerdo. Dichas consultas comenzarán en la fecha más inmediata posible, pero a más tardar dentro de 60 días a partir de la fecha en que la otra Parte reciba la solicitud, a menos que se acuerde de otra manera. Cada Parte preparará y presentará, durante dichas consultas pruebas pertinentes en apoyo de sus posiciones a fin de facilitar la adopción de decisiones bien informadas, racionales y económicas. Si hubieren modificaciones o revisiones de este Acuerdo o de sus Anexos como resultado de dichas consultas, éstas serán confirmadas por nota diplomática.

ARTICULO 14

Solución de Controversias

(1) Cualquier controversia que surgiere acerca de este Acuerdo y que no se resolviere en una primera rueda de consultas oficiales, excepto aquellas que surgieren con respecto al párrafo 3 del Artículo 12 (Fijación de precios), podrá someterse, por acuerdo de las Partes, a la decisión de alguna persona o entidad. Si las Partes no acuerdan este procedimiento, la controversia, a petición de cualquiera de las Partes, se someterá al arbitraje de conformidad con los procedimientos estipulados a continuación:

(2) El arbitraje estará a cargo de un tribunal de tres árbitros, que se constituirá de la manera siguiente:

(a) dentro de 30 días, después de haber recibido la solicitud de arbitraje, cada Parte nombrará un árbitro. Dentro de 60 días después de haber sido nombrados, estos dos árbitros, de común acuerdo, nombrarán un tercer árbitro y éste actuará como presidente del tribunal de arbitraje;

(b) si cualquiera de las Partes no nombrare un árbitro, o si el tercero no fuere nombrado de acuerdo con la sección a) de este párrafo, cualquiera de las Partes podrá pedir al presidente de la Corte Internacional de Justicia que nombre al árbitro o árbitros necesarios en un plazo de 30 días. Si el presidente fuere de la misma nacionalidad que una de las Partes, el vicepresidente más antiguo que no estuviere descalificado por ese motivo, hará el nombramiento.

(3) Salvo que se acuerde lo contrario, el tribunal de arbitraje establecerá los límites de su jurisdicción de conformidad con este Acuerdo y establecerá su propio procedimiento. A iniciativa del tribunal o a solicitud de cualquiera de las Partes, se celebrará una reunión para determinar las cuestiones precisas que serán arbitradas y los procedimientos específicos que seguirán a más tardar 15 días después de que el tribunal esté plenamente constituido.

(4) Salvo acuerdo en contrario, cada Parte someterá un memorandum dentro de los 45 días a partir de la fecha en que se constituya plenamente el tribunal. Las respuestas deberán presentarse dentro de 60 días después de la fecha de presentación del memorandum. El tribunal celebrará una audiencia a solicitud de cualquiera de las Partes o a su discreción, dentro de un plazo de 15 días después de la fecha de presentación de las respuestas.

(5) El tribunal tratará de rendir una decisión escrita dentro del plazo de los 30 días después de finalizar la audiencia, o, si no se celebrare la audiencia, después de la fecha en que se sometieren ambas respuestas, cualquiera que fuere antes. La decisión de la mayoría del tribunal prevalecerá.

(6) Las Partes podrán someter solicitudes de aclaración de la decisión dentro de un plazo de 15 días después de su notificación; cualquier aclaración que se diere será emitida dentro de los 15 días después de la fecha de dicha solicitud.

(7) Cada Parte, conforme a su ley nacional, dará pleno efecto a cualquier decisión o laudo del tribunal de arbitraje.

(8) Los gastos del tribunal de arbitraje, incluyendo los honorarios y gastos de los árbitros, serán compartidos por partes iguales por las Partes, Cualesquiera gastos en que incurriere el Presidente de la Corte Internacional de Justicia en relación con los procedimientos del párrafo (2)(b) de este artículo, se considerarán como parte de los gastos del tribunal de arbitraje.

ARTICULO 15

Terminación

Si cualquiera de las Partes decidiere dar por terminado este Acuerdo en cualquier momento, dará aviso por escrito de su decisión a la otra Parte por la vía diplomática. Dicho aviso será enviado simultaneamente a la Organización de la Aviación Civil Internacional. Este Acuerdo terminará a la media noche, en el lugar en que se recibiere el aviso de la otra Parte, inmediatamente antes del primer aniversario de la fecha de recibo del aviso por la otra Parte, a menos que el aviso fuere retirado por mutuo acuerdo, antes del final del plazo.

ARTICULO 16

Convenio Multilateral

Si un Convenio Multilateral, aceptado por ambas Partes, que concierne a cualquier asunto a que se refiera el presente Acuerdo entrara en vigencia, este Acuerdo será modificado para ajustarse a las disposiciones del Convenio Multilateral.

ARTICULO 17

Registro en la OACI

Este Acuerdo y todas las modificaciones al mismo serán depositados en la Organización de Aviación Civil Internacional.

ARTICULO 18

Vigencia

Este Acuerdo entrará en vigor al recibirse la notificación del gobierno de la República de El Salvador que su proceso de ratificación ha sido terminado.

En fe de lo cual, los abajo firmantes, estando debidamente autorizados por sus respectivos gobiernos, han firmado este Acuerdo.

Hecho en duplicado en los idiomas inglés y español, siendo ambos textos válidos, a los dos días de abril de mil novecientos ochenta y dos, en Washington, D.C.

Por el Gobierno de la
República de El Salvador

Por el Gobierno de los
Estados Unidos de América

ANEXO I

Servicio Aéreo Regular

SECCION 1

Las líneas aérea de una Parte que han sido designadas para llevar a cabo transporte aéreo conforme al presente Anexo, de conformidad con las condiciones de su designación, tendrán derecho a dedicarse al transporte aéreo internacional 1) entre puntos de las siguientes rutas, y 2) entre puntos de dichas rutas y puntos en terceros países, a través de puntos situados en el territorio de la Parte que haya designado a la línea aérea.

A. Rutas para la línea aérea o las líneas aéreas designadas por el Gobierno de los Estados Unidos:

De los Estados Unidos y sus territorios vía puntos intermedios hasta puntos en El Salvador y más allá a puntos fuera de El Salvador.

B. Rutas para la línea aérea o las líneas aéreas designadas por el Gobierno de El Salvador:

1. De El Salvador vía la Ciudad de Guatemala, Guatemala, San Pedro Sula, Honduras, y Belize City, Belize, hasta Miami. 1/

1/ El punto intermedio de la Ciudad de Guatemala, Guatemala puede ser incluido en esta ruta solamente para transporte aéreo extranjero de carga y correo.

2. De El Salvador vía la Ciudad de Guatemala, Guatemala, San Pedro Sula, Honduras, y Belize City, Belize, hasta los puntos coterminales de Houston y Nueva Orleans.
3. De El Salvador hasta los puntos coterminales de Los Angeles y San Francisco.

SECCION 2

Cada línea aérea designada puede a su opción, en cualquiera o todos los vuelos, operarlos en cualquiera o ambas direcciones, y sin limitaciones de dirección o geográficas, servir escalas en la ruta en cualquier orden, y suprimir escalas en cualquier punto o puntos fuera del territorio de la Parte que ha designado esa línea aérea, sin perder ningún derecho de transportar tráfico autorizado en virtud del presente Acuerdo.

SECCION 3

En cualquier tramo o tramos internacionales, en las rutas descritas en la Sección 1 anterior, una línea aérea designada puede proveer transporte aéreo internacional sin limitación alguna para cambiar, en cualquier punto de la ruta el número de vuelo y tipo de aeronave operada siempre que en la dirección de salida, el transporte más allá de dicho punto sea una continuación del transporte desde el territorio de la Parte que haya designado a la línea aérea y, en la dirección de entrada, el transporte al territorio de la Parte que haya designado a la línea aérea sea una continuación del transporte más allá de dicho punto.

ANEXO II

Servicios aéreos de fletamento

Sección 1

Las líneas aéreas de una Parte que han sido designadas para llevar a cabo transporte aéreo conforme a este Anexo, de conformidad con las condiciones de su designación, tendrán derecho a dedicarse al transporte aéreo internacional hasta, desde y a través de cualquier punto o puntos situados en el territorio de la otra Parte, ya sea directamente o con escalas en ruta, para viajes en una sola dirección o de ida y vuelta del siguiente tráfico:

(a) cualquier tráfico hasta o desde un punto o puntos situados en el territorio de la Parte que haya designado a la línea aérea;

(b) cualquier tráfico hasta o desde un punto o puntos más allá del territorio de la Parte que haya designado a la línea aérea, transportado entre el territorio de dicha Parte y los mencionados punto o puntos más allá (1) en transporte distinto del estipulado en este Anexo; o (2) en el transporte estipulado en este Anexo, con una escala de al menos dos noches consecutivas en el territorio de dicha Parte.

Sección 2

Con respecto al tráfico que se origine en el territorio de cualquiera de las Partes, cada una de las líneas aéreas que realice

el transporte aéreo conforme a este Anexo cumplirá con las leyes, reglamentos y reglas de la Parte en cuyo territorio se origine el tráfico, bien sea sobre la base de vuelos en una sola dirección o de ida y vuelta, según que dicha Parte ahora o más adelante especifique que se apliquen a tal transporte. Además, las líneas aéreas designadas de una Parte podrán también operar vuelos fletados con tráfico que se origine en el territorio de la otra Parte en cumplimiento de las leyes, reglamentos y reglas de la primera Parte. Cuando dichos reglamentos o reglas de una Parte impongan términos, condicions o limitaciones más restrictivas a una o más de sus líneas aéreas, las líneas aéreas designadas de la otra Parte estarán sujetas a los menos restrictivos de tales términos, condiciones o limitaciones. Además, si las autoridades aeronáuticas de cualquiera de las Partes promulgan reglamentos o reglas que impongan diferentes condiciones a distintos países, cada Parte impondrá el reglamento o la regla menos restrictivos a las líneas aéreas designadas de la otra Parte.

Sección 3

Ninguna de las Partes exigirá a una línea aérea designada de la otra Parte, con respecto al transporte de tráfico desde el territorio de esa otra Parte sobre la base de vuelos de una sola dirección o de ida y vuelta, a presentar más de una declaración de conformidad con las leyes, reglamentos y reglas de dicha otra Parte a los que se hace mención en la sección 2 de este Anexo, o de una exención de dichos reglamentos o reglas concedida por las autoridades aeronáuticas de dicha otra Parte.

[EXCHANGE OF LETTERS]

April 2, 1982

Dear Mr. Enders:

With regard to the Air Transport Agreement signed this date between the Republic of El Salvador and the United States of America, I wish to note that the Government of El Salvador reserves the right to apply for authorization for intermediate rights via Guatemala City, Guatemala, on El Salvador Route 3 of Annex I of the Agreement.

Sincerely,

Dr. Ernesto Rivas-Gallont
Ambassador
The Republic of El Salvador

The Honorable
Thomas O. Enders,
Assistant Secretary,
Bureau of Inter-American Affairs,
Department of State,
Washington, D.C.

April 2, 1982

Dear Mr. Ambassador:

I refer to your letter of this date concerning the Air Transport Agreement between the United States of America and the Republic of El Salvador. I hereby acknowledge that the Government of El Salvador reserves the right to apply for authorization for intermediate rights via Guatemala City, Guatemala, on El Salvador Route 3 of Annex I of the Agreement.

Sincerely,

Thomas O. Enders o/o.

Thomas O. Enders
Assistant Secretary
Bureau of Inter-American Affairs
Department of State

His Excellency
Dr. Ernesto Rivas-Gallont,
Ambassador,
Embassy of El Salvador,
Washington, D.C.

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AVIATION

Transport Services

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Agreement Between the
UNITED STATES OF AMERICA
and LEBANON

Effected by Exchange of Notes
Dated at Washington December 22, 1982

S9. 10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89-497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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LEBANON

Aviation: Transport Services

Agreement effected by exchange of notes
Dated at Washington December 22, 1982;
Entered into force December 22, 1982.

The Department of State to the Lebanese Embassy

The Department of State acknowledges receipt of a diplomatic note from the Embassy of Lebanon dated November 23, 1982, [1] concerning the application of the Lebanese airline, Middle East Airlines (MEA), for a Foreign Air Carrier Permit and related Exemption to provide a limited air service between Beirut and New York. The Department further refers to the Air Transport Agreement between the Government of the United States of America and the Government of Lebanon signed at Beirut, September 1, 1972. [2]

In order to encourage a rapid resumption of air service between the United States and Lebanon, the Department of State proposes that our two governments approve the following:

1) The pending Middle East Airlines request for an exemption to operate a Beirut-Paris-New York route without traffic rights between New York and Paris; and

2) All requests by United States airlines to provide combination or all-cargo services from points in the United States via intermediate points to Beirut and beyond with full traffic rights between Beirut and intermediate points. However, no individual United States airline may operate combination services to more than two of the following four intermediate points concurrently: Paris, Rome, London and Frankfurt.

If these understandings are acceptable to the Government of Lebanon, the Department of State proposes that this note and the reply of the Embassy constitute an agreement to approve the commercial air services mentioned above. Such agreement shall enter into force on the date of your reply.

DEPARTMENT OF STATE,
Washington,
December 22, 1982.

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[1] Not printed.
[2] TIAS 7546; 24 UST 245.

The Lebanese Embassy to the Department of State

No. 2036

EMBASSY OF LEBANON
WASHINGTON

The Embassy of Lebanon has the honour to acknowledge receipt of the Department of State's note of December 22, 1982, the text of which is as follows:

"The Department of State acknowledges receipt of a diplomatic note from the Embassy of Lebanon dated November 23, 1982, concerning the application of the Lebanese airline, Middle East Airlines (MEA), for a Foreign Air Carrier Permit and related Exemption to provide a limited air service between Beirut and New York. The Department further refers to the Air Transport Agreement between the Government of the United States of America and the Government of Lebanon signed at Beirut, September 1, 1972.

"In order to encourage a rapid resumption of air service between the United States and Lebanon, the Department of State proposes that our two governments approve the following:

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full traffic rights between Beirut and intermediate points. However, no individual United States airline may operate combination services to more than two of the following four intermediate points concurrently: Paris, Rome, London and Frankfurt.

"If these understandings are acceptable to the Government of Lebanon, the Department of State proposes that this note and the reply of the Embassy constitute an agreement to approve the commercial air services mentioned above. Such agreement shall enter into force on the date of your reply.

Department of State,
Washington "

The Embassy has the further honour to confirm that the government of Lebanon accepts this proposal and agrees that your note and this note in reply shall constitute an agreement between our respective governments which shall enter into force upon the date of this note.

Washington, DC
December 22, 1982

[1]

[1] Kahlil Itani.

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HEALTH

Scientific Cooperation on Alcohol-Related Problems

Agreement Between the
UNITED STATES OF AMERICA
and MEXICO

Signed at Washington March 11, 1982

S9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89-497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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MEXICO

Health: Scientific Cooperation on Alcohol-Related Problems

Agreement signed at Washington March 11, 1982;
Entered into force March 11, 1982.

READEX FICHE best copy available

AGREEMENT FOR SCIENTIFIC COOPERATION ON ALCOHOL-RELATED PROBLEMS BETWEEN THE NATIONAL INSTITUTE ON ALCOHOL ABUSE AND ALCOHOLISM ALCOHOL, DRUG ABUSE AND MENTAL HEALTH ADMINISTRATION DEPARTMENT OF HEALTH AND HUMAN SERVICES AND THE MEXICAN INSTITUTE OF PSYCHIATRY

The National Institute on Alcohol Abuse and Alcoholism, Alcohol, Drug Abuse and Mental Health Administration, Department of Health and Human Services, and the Mexican Institute of Psychiatry, in accordance with the provisions of the Agreement for Scientific and Technical Cooperation between the United States of America and Mexico, effected by exchange of notes signed at Washington, D.C., June 15, 1972,[1]

Affirming their desire to work together in developing programs of health cooperation, convinced that development of such cooperation will serve to strengthen existing ties between both countries, and simultaneously will support the attainment of domestic health goals,

Agree that the following activities be developed for scientific cooperation on alcohol-related problems:

1. Exchange of information in the following areas:

   a. Epidemiological surveys
   b. Biomedical research
   c. Psychosocial and cross-cultural research
   d. Prevention and treatment research
   e. Training and education

2. Scientific Visits:

   Scientists from both countries, expert in the areas of alcohol research and education, will be encouraged to arrange scientific visits to each other's institutions and laboratories to discuss research of mutual interest and to explore opportunities for collaboration. For example, attendance at international meetings might be the occasion for visits to institutions and discussions with scientists for further development of alcohol research collaboration.

[1] TIAS 7362; 23 UST 934.

3. Exchange of Scientists and Technicians:

A work-study program will be developed for the purposes of exchanging information and research techniques and to further scientific cooperation and collaboration. Under this program arrangements will be made to place research scientists, technicians, or other research staff from one country in alcohol research centers, laboratories, or programs of the other country for periods of three (3) months to two (2) years.

4. Pilot Projects:

Specific plans and research designs for cooperative pilot studies related to a) biomedical data (other areas can be added) and b) community-based, cross-cultural epidemiological research will be developed. Specific hypotheses will be included in the research designs wherever possible and appropriate.

The Directors of the two Institutes are hereby designated as the Coordinators for cooperative efforts conducted under this Agreement between the two Institutes. In addition, the Contact Persons for coordinating communications and other arrangements related to the implementation of this Agreement will be, for the National Institute on Alcohol Abuse and Alcoholism, the Chief of International and Intergovernmental Affairs; for the Mexican Institute of Psychiatry, the Coordinator for the Alcohol Program.

It was further agreed to establish a joint committee of four (4) or five (5) persons from each country, including the designated Coordinators and Contact Persons from the two Institutes, to meet alternately in Mexico and the United States, once each year, or as mutually agreed, for the following purposes:

1. Exchange of information and views of the two Governments on alcohol programs and policies in each country in the areas covered by this Agreement, and on other issues relating to the implementation of this Agreement,

2. Revision of the status of the cooperative activities and accomplishments under this Agreement, and

3. Provision of advice to the two Governments with regard to the implementation of this Agreement.

It is agreed that the following guidelines also apply to activities developed within the framework of this Agreement:

1. Scientific and technological information of a non-

proprietary nature arising from the cooperative activities under this Agreement may be made available to the public by either Institute through customary channels and in accordance with the normal procedures of the two Institutes.

2. Activities under this Agreement shall be subject to budgetary appropriations and to the applicable laws and regulations in each country.

3. Each Institute shall be responsible for its own costs for the cooperative activities under this Agreement, or as otherwise mutually agreed. However, the host Institute shall provide for, or cover the costs of, transportation, lodging, and meals within the borders of its country for official visits under this Agreement, exclusive of the exchange of scientists and technicians, unless otherwise mutually agreed. No support for salaries or training stipends will be provided except when special arrangements have been made.

This Agreement shall enter into force upon signature and remain in force for five (5) years. However, either Institute may at any time give written notice to the other Institute of its intention to terminate this Agreement, in which case this Agreement shall terminate six (6) months after such notice has been given. Termination of this Agreement shall not affect the carrying out of any project or program which has been initiated, but not fully executed at the time of such termination. This Agreement may be extended beyond the five year period by mutual agreement of the two Institutes.

Signed in Washington, D.C., the 11th day of March, 1982, in duplicate in the English and Spanish languages, both texts being equally authentic.

FOR THE NATIONAL INSTITUTE ON ALCOHOL ABUSE AND ALCOHOLISM

William E. Mayer, M.D.
Administrator, Alcohol Drug Abuse & Mental Health Administration

Loran D. Archer, Acting Director, National Institute on Alcohol Abuse and Alcoholism

FOR THE MEXICAN INSTITUTE OF PSYCHIATRY

Ramon de la Fuente, M.D.
Director General

ACUERDO DE COLABORACION CIENTIFICA SOBRE PROBLEMAS RELACIONADOS CON EL ALCOHOL ENTRE EL INSTITUTO MEXICANO DE PSIQUIATRIA Y EL NATIONAL INSTITUTE ON ALCOHOL ABUSE AND ALCOHOLISM ALCOHOL, DRUG ABUSE AND MENTAL HEALTH ADMINISTRATION DEPARTMENT OF HEALTH AND HUMAN SERVICES

El Instituto Mexicano de Psiquiatria y el National Institute on Alcohol Abuse and Alcoholism, Alcohol, Drug Abuse and Mental Health Administration, Department of Health and Human Services, de acuerdo con las estipulaciones de Acuerdo de Cooperacion Cientifica y Tecnica entre los Estados Unidos de Norte America y Mexico, efectuado mediante un intercambio de notas firmadas en Washington, D.C., en fecha 15 de Junio de 1972,

Afirmando el mutuo deseo de colaborar en el desarrollo de programas de cooperacion en salud, convencidos que el desarrollo de tal cooperacion servira para fortalecer los enlaces existentes entre los dos paises, y simultaneamente apoyara el logro de metas locales en la salud.

Acuerdan que las siguientes actividades seran desarrolladas para la cooperacion cientifica relacionada a los problemas con el alcohol:

1. Intercambio de informacion en las siguientes areas:

   a. Estudios epidemiologicos
   b. Investigacion biomedica
   c. Investigacion psicosocial y transcultural
   d. Investigacion de la prevencion y el tratamiento
   e. Adiestramiento y educacion

2. Visitas Cientificas:

   Cientificos de ambos paises, expertos en las areas de investigacion del alcohol y educacion, seran animados a planear mutuamente visitas cientificas, tanto a las instituciones como a los laboratorios para discutir sobre las investigaciones de mutuo interes y para explorar oportunidades de colaboracion. Por ejemplo, la asistencia a reuniones internacionales podria ser la ocasion para visitar las instituciones y departir con los cientificos sobre el desarrollo adicional de la investigacion colaborada.

3. Intercambio de Cientificos y Tecnicos:

Un programa de estudios sera desarrollado con el fin de intercambiar informacion y tecnicas de investigacion y para colaboracion y cooperacion cientifica adicional. Bajo este programa se haran arreglos para enviar investigadores cientificos, tecnicos, u otro tipo de investigadores de un pais, a centros de investigacion sobre el alcohol, laboratorios, o programas del otro pais, por periodos de tres (3) meses a dos (2) anos.

4. Proyectos Pilotos:

Planes especificos y disenos de investigacion para estodios pilotos llevados a cabo en cooperación relacionados con: a) datos biomedicos (otras areas pueden ser anadidas) y; b) investigacion epidemiologica transcultural y multicultural, seran desarrollados. Se incluiran hipotesis especificas en los disenos de investigacion siempre que sea posible y adecuado.

Los Directores de los dos Institutos mediante el presente documento son designados como Coordinadores de los esfuerzos de cooperacion entre los dos Institutos. Ademas, las personas designadas para coordinar las comunicaciones y los arreglos para llevar a cabo este Acuerdo seran, por el National Institute on Alcohol Abuse and Alcoholism, el Chief of International and Intergovernmental Affairs, y por el Instituto Mexicano de Psiquiatria, el Coordinador de Programas de Alcohol.

Tambien se acordo establecer una comision conjunta compuesta de cuatro (4) o cinco (5) personas de cada pais, incluyendo los Coordinadores y las personas encargadas de la comunicacion directa entre los dos Institutos, los cuales deberan reunirse, alternativamente en Mexico y los E.E.U.U., una vez al ano, o por mutuo acuerdo, para los siguientes propositos:

1. Intercambio de informacion y puntos de vista de ambos Gobiernos sobre los programas y las politicas de alcohol en cada pais en las areas cubiertas por este acuerdo y sobre otros asuntos relacionados con la realizacion del mismo,

2. Revision del estado de actividades de cooperacion y de los logros alcanzados bajo este acuerdo, y

3. Provision de asesoría a ambos Gobiernos sobre lo referente a realizacion de este acuerdo.

Se acordo que los siguientes puntos tambien se aplican a las actividades desarrolladas dentro de este acuerdo:

1. Informacion cientifica y tecnica sin propietario, proveniente de las actividades cooperativas bajo este

acuerdo, puede ser puesta a disposicion del publico mediante cualquier de los Institutos, a traves de canales acostumbrados y de acuerdo a los procedimientos normales de los dos Institutos.

2. Las actividades bajo este acuerdo deberan estar sujetas a asignaciones presupuestarias, a las leyes aplicables, y a las regulaciones de cada pais.

3. Cada Instituto sera responsable de sus propios gastos destinados a las actividades cooperativas de este acuerdo, o como se convenga de mutuo acuerdo. Sin embargo, el Instituto anfitrion proveera o cubrira los gastos de transporte, hospedaje y comidas, dentro de los limites de su pais, de los oficiales visitas bajo este acuerdo, sin incluir el intercambio de cientificos y tecnicos, a no ser que acuerde mutuamente en otro sentido. No se proveeran salarios ni estipendios para cubrir gastos de adiestramiento a no ser que se hagan arreglos especiales.

Este acuerdo debera entrar en vigencia mediante las firmas necesarias y permanecera en vigencia por cinco (5) anos. Sin embargo, cualquier de los dos Institutos podra en cualquier momento dar un aviso escrito al otro Instituto dando a conocer su intencion de terminar con este acuerdo, en cuyo caso este acuerdo terminaria seis (6) meses despues de que dicho aviso sea entregado. La terminacion de este acuerdo no debera afectar la realizacion de cualquier proyecto o programa que se haya iniciado bajo este acuerdo y que no haya sido completamente ejecutado al tiempo de finalizar este acuerdo. Este acuerdo podra ser extendido por un lapso mayor al periodo de cinco (5) anos mediante un acuerdo mutuo de los dos Institutos.

Firmado en la ciudad de Washington, D.C., en fecha 11 de Marzo de 1982, por duplicado en ambas idiomas, inglés y español, siendo ambas versiones igualmente validas.

POR EL INSTITUTO MEXICANO DE PSYQUIATRIA

Ramon de la Fuente, M.D.
Director General

POR THE NATIONAL INSTITUTE ON ALCOHOL ABUSE AND ALCOHOLISM

William E. Mayer, M.D.
Administrator, Alcohol, Drug Abuse & Mental Health Administration

Loran D. Archer, Acting Director
National Institute on Alcohol Abuse and Alcoholism

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SOCIAL SECURITY

Agreement Between the
UNITED STATES OF AMERICA
and PANAMA

Effected by Exchange of Notes
Signed at Panama March 9, 1982

S9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89-497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

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PANAMA

Social Security

Agreement effected by exchange of notes
Signed at Panama March 9, 1982;
Entered into force March 9, 1982.

The American Ambassador to the Panamanian Minister of Foreign Relations

Panama, March 9, 1982

No. 018

Excellency:

I have the honor to refer to recent discussions between representatives of our respective governments concerning an arrangement of payment between the Social Security Administration of Panama and the Panama Canal Commission and the United States Forces for the contribution to be made by the employers in order to assure full insurance coverage for employees covered by the Social Security Administration in accordance with applicable laws and regulations.

I have the honor to propose the following terms of agreement, which will constitute this arrangement of payment:

1. That the agreement become effective for the CSS contributions for 1982, i.e., prospectively;
2. That the CSS contribution will be calculated in accordance with the annual CSS payment schedule after adjustment for the

His Excellency

Jorge E. Illueca,

Minister of Foreign Relations,

Panama, Republic of Panama.

portion that represents the taxes on that payment, and that it will be calculated after the fact as is now done in the Republic of Panama. The payment will be remitted to the Social Security Administration. In addition, that period of earnings used to calculate the contribution (April 16 through August 15) will be adjusted to meet the peculiarities of the U.S. Government payroll system which are on a biweekly rather than a bimonthly or monthly basis--as is generally the case in the Republic of Panama;

3. That the Panama Canal Commission and the U.S. Forces endeavor to obtain the necessary funding authority to cover the amounts of the past due contributions for 1980 and 1981 and that each agency negotiate individual payment schedules which take into account each agency's respective funding problems;

4. That the pension benefits for employees for whom the contributions had not been made for 1980 and 1981 be calculated in the same manner as they would have been calculated had those contributions been made, provided the terms of Paragraph 3 are being met and the regular employer/employee contributions for such employees have been paid;

5. That the matter concerning any interest and penalties that may have accrued on the past due contributions for 1980 and 1981 be submitted to diplomatic channels;
6. That by making this additional payment, it is understood that there is no obligation to pay the first or third portions of the 13th month bonus to employees;
7. That the contribution be made by the employer to ensure an adequate pension benefit for employees enrolled in the mandatory social security system and that it shall not be collected from the wages nor shall it be treated as wages of such employees;
8. That upon reaching agreement, the deductions related to this payment which have been collected from employees during the past year be refunded to such employees.

I have the further honor to propose that this Note and your reply thereto, indicating acceptance of the proposed terms of agreement, shall constitute an Agreement between our two governments in order to assure full insurance coverage for employees of the Panama Canal Commission and the United States Forces covered by the Social Security Administration, effective as of the date of your reply.

Accept, Excellency, the renewed
assurances of my highest consideration.

Ambler H. Moss, Jr. [1]

[1] Ambler H. Moss, Jr.

The Panamanian Minister of Foreign Relations to the American Ambassador

República de Panamá

Ministerio de Relaciones Exteriores
Despacho del Ministro
D. M. No. 58

Panamá, R. de P.
9 de marzo de 1982

Señor Embajador:

Tengo el honor de avisar recibo de la nota No.018 de fecha 9 de marzo de 1982, por medio de la cual Vuestra Excelencia, en su condición de Embajador de los Estados Unidos de América ante el Gobierno de la República de Panamá, hace constar lo siguiente:

"Excelencia:

Tengo el honor de referirme a las recientes conversaciones sostenidas entre los representantes de nuestros respectivos Gobiernos relacionadas con el arreglo de pago entre la Caja de Seguro Social de Panamá y la Comisión del Canal de Panamá y las Fuerzas de los Estados Unidos sobre la contribución correspondiente a los empleadores para poder asegurar que los empleados inscritos en el régimen del Seguro Social disfruten de todos los beneficios que ofrece la Caja de Seguro Social de acuerdo con las leyes y reglamentos vigentes.

Tengo el honor de proponer los siguientes términos para un acuerdo, los cuales constituirán este arreglo de pago:

Su Excelencia
Ambler H. Moss Jr.,
Embajador de los Estados Unidos de América
Panamá, República de Panamá.

1. Que el acuerdo comience a regir con la contribución de 1982 a la Caja de Seguro Social o sea, de allí en adelante.

2. Que la contribución de 1982 a la Caja de Seguro Social se calcule después de ajustar la porción que corresponde a los impuestos sobre dicho pago, y que se calcule después de hecha la contribución, tal como se hace actualmente en la República de Panamá, remitiendo el pago a la Caja de Seguro Social conforme al calendario anual de pagos a la Caja de Seguro Social. Además, que el período de salarios devengados que se utiliza para calcular la contribución (del 16 de abril al 15 de agosto) se ajuste para acatar las peculiaridades de los períodos de pago de nóminas del Gobierno de los Estados Unidos, los que ocurren cada dos semanas en lugar de quincenal o mensualmente, como es generalmente el caso en la República de Panamá.

3. Que la Comisión del Canal de Panamá y las Fuerzas de los Estados Unidos se esfuercen en obtener la autorización de fondos necesaria para cancelar el valor de las contribuciones atrasadas de los años 1980 y 1981, y que cada agencia negocie individualmente calendarios de pago tomando en cuenta sus problemas respectivos para obtener fondos.

4. Que los beneficios de pensión de los empleados para quienes no se efectuaran las contribuciones de 1980 y 1981 se calculen de la misma manera como se hubieran calculado si tales pagos se hubieran efectuado, siempre y cuando que los términos del párrafo 3 se están cumpliendo y se hayan pagado las contribuciones obrero-patronales regulares para dichos empleados.

5. Que el asunto relativo a cualquier interés y recargos que se hayan acumulado por razón de las contribuciones atrasadas de 1980 y 1981 sea sometido a los canales diplomáticos.

6. Que al hacer este pago adicional se entiende que no existe obligación de pagar la primera o tercera parti da del decimotercer mes a los empleados.

7. Que el patrono haga la contribución para asegurar un beneficio de pensión adecuado para los empleados incorporados al Seguro Social obligatorio, y que dicha con tribución no será cobrada de su sueldo ni será tratada como sueldo de tales empleados.

8. Que una vez que se llegue a un acuerdo, los descuentos relativos a este pago que hayan sido cobrados a los empleados durante el pasado año sean reembolsados a dichos empleados.

Tengo además el honor de proponer que esta Nota y la respuesta de Vuestra Excelencia a ésta, indicando una aceptación a los términos propuestos para el acuerdo, constituyan un acuerdo entre nuestros dos Gobiernos para poder asegurar una cobertura completa a los empleados de la Comisión del Canal de Panamá y de las Fuerzas de los Estados Unidos en el Régimen de la Caja de Seguro Social, el cual entrará en vigencia la fecha en que Vuestra Excelencia envíe la respuesta.

Acepte, Excelencia, las renovadas seguridades de mi más alta y distinguida consideración."

En relación con la nota antes transcrita, tengo el honor de expresar a Vuestra Excelencia que mi Gobierno acepta los términos propuestos para este arreglo de pago y que la nota de Vuestra Excelencia y esta nota de respuesta constituyen un Acuerdo entre el Gobierno de la República de Panamá y el Gobierno de los Estados Unidos de América, para poder asegurar una cobertura completa a los empleados de la Comisión del Canal de Panamá y de las Fuerzas de los Estados Unidos en el Régimen de la Caja de Seguro Social, el cual entrará en vigencia en la fecha de la presente comunicación.

Acepte, Excelencia, las seguridades de mi consideración más distinguida.

JORGE E. ILLUECA,
Ministro de Relaciones Exteriores.

TRANSLATION

Republic of Panama

Ministry of Foreign Relations
Office of the Minister

Panama, R.P.
March 9, 1982

No. 58

Mr. Ambassador:

I have the honor to acknowledge receipt of note No. 18, dated March 9, 1982, by which Your Excellency, as Ambassador of the United States of America to the Government of the Republic of Panama, informed me of the following:

[For the English language text, see pp. 2-5.]

With respect to the note transcribed above, I have the honor to inform Your Excellency that my Government accepts the terms proposed for this arrangement of payment and that Your Excellency's note and this reply constitute an agreement between the Government of the Republic of Panama and the Government of the United States of America to assure full insurance coverage for employees of the Panama Canal Commission and the United States Forces in the Regimen de la Caja de Seguro Social [Social Security Administration]. The agreement enters into force on the date of this note.

Accept, Excellency, the assurances of my highest consideration.

Jorge E. Illueca

Jorge E. Illueca
Minister of Foreign Relations

His Excellency
Ambler H. Moss, Jr.,
Ambassador of the United States
of America,
Republic of Panama.

All issues available have
been filmed.
Unfortunately, any
scattered missing issues
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10495

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AGRICULTURAL COMMODITIES

Agreement Between the
UNITED STATES OF AMERICA
and JAMAICA

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Signed at Kingston April 30, 1982

with

Memorandum of Understanding

S. 9.10:

NOTE BY THE DEPARTMENT OF STATE

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JAMAICA

Agricultural Commodities

Agreement signed at Kingston April 30, 1982;
Entered into force April 30, 1982.
With memorandum of understanding.

EADEX FICHE best copy available

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF JAMAICA FOR SALES OF AGRICULTURAL COMMODITIES

The Government of the United States of America and the Government of Jamaica:

Recognizing the desirability of expanding trade in agricultural commodities between the United States of America (hereinafter referred to as the exporting country) and the Government of Jamaica (hereinafter referred to as the importing country) and with other friendly countries in a manner that will not displace usual marketings of the exporting country in these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with friendly countries;

Taking into account the importance to developing countries of their efforts to help themselves toward a greater degree of self-reliance, including efforts to meet their problems of food production and population growth;

Recognizing the policy of the exporting country to use its agricultural productivity to combat hunger and malnutrition in the developing countries, to encourage these countries to improve their own agricultural production, and to assist them in their economic development;

Recognizing the determination of the importing country to improve its own production, storage, and distribution of agricultural food products, including the reduction of waste in all stages of food handling;

Desiring to set forth the understandings that will govern the sales of agricultural commodities to the importing country pursuant to Title I of the Agricultural Trade Development and Assistance Act, as amended[1] (hereinafter referred to as the Act), and the measures that the two Governments will take individually and collectively in furthering the above-mentioned policies;

Have agreed as follows:

PART I - GENERAL PROVISIONS

A. The Government of the exporting country undertakes to finance the sale of agricultural commodities to purchasers authorized by the Government of the importing country in accordance with the terms and conditions set forth in this agreement.

B. The financing of the agricultural commodities listed in part II of this agreement will be subject to:

1. the issuance by the Government of the exporting country of purchase authorizations and their acceptance by the Government of the importing country; and

[1] 68 Stat. 455; 7 U.S.C. § 1701 *et seq.*

2. the availability of the specified commodities at the time of exportation.

C. Application for purchase authorizations will be made within 90 days after the effective date of this agreement, and, with respect to any additional commodities or amounts of commodities provided for in any supplementary agreement, within 90 days after the effective date of such supplementary agreement. Purchase authorizations shall include provisions relating to the sale and delivery of such commodities, and other relevant matters.

D. Except as may be authorized by the Government of the exporting country, all deliveries of commodities sold under this agreement shall be made within the supply periods specified in the commodity table in Part II.

E. The value of the total quantity of each commodity covered by the purchase authorizations for a specified type of financing authorized under this agreement shall not exceed the maximum export market value specified for that commodity and type of financing in Part II. The Government of the exporting country may limit the total value of each commodity to be covered by purchase authorizations for a specified type of financing as price declines or other marketing factors may require, so that the quantities of such commodity sold under a specified type of financing will not substantially exceed the applicable approximate maximum quantity specified in Part II.

F. The Government of the exporting country shall bear the ocean freight differential for commodities the Government of the exporting country requires to be transported in United States flag vessels (approximately 50 percent by weight of the commodities sold under the agreement). The ocean freight differential is deemed to be the amount, as determined by the Government of the exporting country, by which the cost of ocean transportation is higher (than would otherwise be the case) by reason of the requirement that the commodities be transported in United States flag vessels. The Government of the importing country shall have no obligation to reimburse the Government of the exporting country for the ocean freight differential borne by the Government of the exporting country.

G. Promptly after contracting for United States flag shipping space to be used for commodities required to be transported in United States flag vessels, and in any event not later than presentation of vessel for loading, the Government of the importing country or the purchasers authorized by it shall open a letter of credit, in United States dollars, for the estimated cost of ocean transportation for such commodities.

H. The financing, sale, and delivery of commodities under this agreement may be terminated by either Government if that Government determines that because of changed conditions the continuation of such financing, sale, or delivery is unnecessary or undesirable.

ARTICLE II

A. Initial Payment

The Government of the importing country shall pay, or cause to be paid, such initial payment as may be specified in Part II of this agreement. The amount of this payment shall be that portion of the purchase price (excluding any ocean transportation costs that may be included therein) equal to the percentage specified for initial payment in Part II and payment shall be made in United States dollars in accordance with the applicable purchase authorization.

B. Currency Use Payment

The Government of the importing country shall pay, or cause to be paid, upon demand by the Government of the exporting country, in amounts as it may determine, but in any event no later than one year after the final disbursement by the Commodity Credit Corporation under this agreement, or the end of the supply period, whichever is later, such payment as may be specified in Part II of this agreement pursuant to Section 103 (b) of the Act (hereinafter referred to as the Currency Use Payment). The currency use payment shall be that portion of the amount financed by the exporting country equal to the percentage specified for currency use payment in Part II. Payment shall be made in accordance with paragraph H and for purposes specified in Subsection 104 (a), (b), (e) and (h) of the Act, as set forth in Part II of this agreement. Such payment shall be credited against (a) the amount of each year's interest payment due during the period prior to the due date of the first installment payment, starting with the first year, plus (b) the combined payments of principal and interest starting with the first installment payment, until the value of the currency use payment has been offset. Unless otherwise specified in Part II, no requests for payment will be made by the Government of the exporting country prior to the first disbursement by the commodity Credit Corporation of the exporting country under this agreement.

C. Type of Financing

Sales of the commodities specified in Part II shall be financed in accordance with the type of financing indicated therein. Special provisions relating to the sale are also set forth in Part II.

D. Credit Provisions

1. With respect to commodities delivered in each calendar year under this agreement, the principal of the credit (hereinafter referred to as principal) will consist of the dollar amount disbursed by the Government of the exporting country for the commodities (not including any ocean transportation costs) less any portion of the initial payment payable to the Government of the exporting country.

The principal shall be paid in accordance with the payment schedule in Part II of this agreement. The first installment payment shall be due and payable on the date specified in Part II of this agreement. Subsequent installment payments shall be due and payable at intervals of one year thereafter. Any payment of principal may be made prior to its due date.

2. Interest on the unpaid balance of the principal due the Government of the exporting country for the commodities delivered in each calendar year shall be paid as follows:

a. In the case of Dollar Credit, interest shall begin to accrue on the date of last delivery of these commodities in each calendar year. Interest shall be paid not later than the due date of each installment payment of principal, except that if the date of the first installment is more than a year after such date of last delivery, the first payment of interest shall be made not later than the anniversary date of such of last delivery and thereafter payment of interest shall be made annually and not later than the due date of each installment payment of principal.

b. In the case of Convertible Local Currency Credit, interest shall begin to accrue on the date of dollar disbursement by the Government of the exporting country. Such interest shall be paid annually beginning one year after the date of last delivery of commodities in each calendar year, except that if the installment payments for these commodities are not due on some anniversary of such date of last delivery, any such interest accrued on the due date of the first installment, payment shall be due on the same date as the first installment and thereafter such interest shall be paid on the due dates of the subsequent installment payments.

3. For the period of time from the date the interest begins to the due date for the first installment payment, the interest shall be computed at the initial interest rate specified in Part II of this agreement. Thereafter, the interest shall be computed at the continuing interest rate specified in Part II of this agreement.

E. Deposit of Payment

The Government of the importing country shall make, or cause to be made, payments to the Government of the exporting country in the currencies, amounts, and at the exchange rates provided for in this agreement as follows:

1. Dollar payments shall be remitted to the Treasurer, Commodity Credit Corporation, United States Department of Agriculture, Washington, D.C. 20250, unless another method of payment is agreed upon by the two governments.

2. Payments in the local currency of the importing country (hereinafter referred to as local currency), shall be

deposited to the account of the Government of the United States of America in interest bearing accounts in banks selected by the Government of the United States of America in the importing country.

F. Sales Proceeds

The total amount of the proceeds accruing to the importing country from the sale of commodities financed under this agreement, to be applied to the economic development purposes set forth in Part II of this agreement, shall be not less than the local currency equivalent of the dollar disbursement by the government of the exporting country in connection with the financing of the commodities (other than the ocean freight differential), provided however, that the sales proceeds to be so applied shall be reduced by the currency use payment, if any, made by the government of the importing country. The exchange rate to be used in calculating this local currency equivalent shall be the rate at which the central monetary authority of the importing country, or its authorized agent, sells foreign exchange for local currency in connection with the commercial import of the same commodities. Any such accrued proceeds that are loaned by the government of the importing country to private or non-governmental organizations shall be loaned at rates of interest approximately equivalent to those charged for comparable loans in the importing country. The government of the importing country shall furnish in accordance with its fiscal year budget reporting procedure, at such times as may be requested by the government of the exporting country but not less often than annually, a report of the receipt and expenditure of the proceeds, certified by the appropriate audit authority of the government of the importing country, and in case of expenditures the budget sector in which they were used.

G. Computations

The computation of the initial payment, currency use payment and all payments of principal and interest under this agreement shall be made in United States dollars.

H. Payments

All payments shall be in United States dollars or, if the Government of the exporting country so elects,

1. the payments shall be made in readily convertible currencies of third countries at a mutually agreed rate of exchange and shall be used by the government of the exporting country for payment of its obligations or, in the case of currency use payments, used for the purposes set forth in Part II of this agreement; or

2. the payments shall be made in local currency at the applicable exchange rate specified in Part I, Article III, G of this agreement in effect on the

date of payment and shall, at the option of the Government of the exporting country, be converted to United States dollars at the same rate, or used by the Government of the exporting country for payment of its obligations or, in the case of currency use payments, used for the purposes set forth in Part II of this agreement in the importing country.

ARTICLE III

A. World Trade

The two Governments shall take maximum precautions to assure that sales of agricultural commodities pursuant to this agreement will not displace usual marketings of the exporting country in these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with the countries the Government of the exporting country considers to be friendly to it (referred to in this agreement as friendly countries). In implementing this provision the Government of the importing country shall:

1. insure that total imports from the exporting country and other friendly countries into the importing country paid for with the resources of the importing country will equal at least the quantities of agricultural commodities as may be specified in the usual marketing table set forth in Part II during each import period specified in the table and during each subsequent comparable period in which commodities financed under this agreement are being delivered. The imports of commodities to satisfy these usual marketing requirements for each import period shall be in addition to purchases financed under this agreement;

2. take steps to assure that the exporting country obtains a fair share of any increase in commercial purchases of agricultural commodities by the importing country;

3. take all possible measures to prevent the resale, diversion in transit, or transshipment to other countries or the use for other than domestic purposes of the agricultural commodities purchased pursuant to this agreement (except where such resale, diversion in transit, transshipment or use is specifically approved by the Government of the United States of America);

4. take all possible measures to prevent the export of any commodity of either domestic or foreign origin, which is defined in Part II of this agreement, during the export limitation period specified in the export limitation table in Part II (except as may be specified in Part II or where such export is otherwise specifically approved by the Government of the United States of America).

B. Private Trade

In carrying out the provisions of this agreement, the two Governments shall seek to assure conditions of commerce permitting private traders to function effectively.

C. Self-Help

Part II describes the program the Government of the importing country is undertaking to improve its production, storage, and distribution of agricultural commodities. The Government of the importing country shall furnish in such

form and at such time as may be requested by the Government of the exporting country, a statement of the progress the Government of the importing country is making in carrying out such self-help measures.

D. Reporting

In addition to any other reports agreed upon by the two governments, the Government of the importing country shall furnish at least quarterly for the supply period specified in Part II, Item 1 of this agreement and any subsequent comparable period during which commodities purchased under this agreement are being imported or utilized:

1. the following information in connection with each shipment of commodities under the agreement: the name of each vessel; the date of arrival; the port of arrival; the commodity and quantity received; and the condition in which received;

2. a statement by it showing the progress made toward fulfilling the usual marketing requirements;

3. a statement of the measures it has taken to implement the provisions of Sections A 2 and 3 of this Article; and

4. statistical data on imports by country of origin and exports by country of destination, of commodities which are the same as or like those imported under the agreement.

E. Procedures for Reconciliation and Adjustment of Accounts

The two Governments shall each establish appropriate procedures to facilitate the reconciliation of their respective records on the amounts financed with respect to the commodities delivered during each calendar year. The Commodity Credit Corporation of the exporting country and the Government of the importing country may make such adjustments in the credit accounts as they mutually decide are appropriate.

F. Definitions

For the purposes of this agreement:

1. delivery shall be deemed to have occurred as of the on-board date shown in the ocean bill of lading which has been signed or initialed on behalf of the carrier,

2. import shall be deemed to have occurred when the commodity has entered the country, and passed through customs, if any, of the importing country, and

3. utilization shall be deemed to have occurred when the commodity is sold to the trade within the importing country without restriction on its use within the country or otherwise distributed to the consumer within the country.

G. Applicable Exchange Rate

For the purposes of this agreement, the applicable exchange rate for determining the amount of any local currency to be paid to the Government of the exporting country shall be a rate in effect on the date of payment by the importing country which is not less favorable to the Government of the exporting country than the highest exchange rate legally obtainable in the importing country and which is not less favorable to the Government of the exporting country than the highest exchange rate obtainable by any other nation. With respect to local currency:

1. as long as a unitary exchange rate system is maintained by the Government of the importing country, the applicable exchange rate will be the rate at which the central monetary authority of the importing country, or its authorized agent, sells foreign exchange for local currency:

2. if a unitary rate system is not maintained, the applicable rate will be the rate (as mutually agreed by the two Governments) that fulfills the requirements of the first sentence of this section G.

H. Consultation

The two Governments shall, upon request of either of them, consult regarding any matter arising under this agreement, including the operation of arragements carried out pursuant to this agreement.

I. Identification and Publicity

The Government of the importing country shall undertake such measures as may be mutually agreed prior to delivery for the identification of food commodities at points of distribution in the importing country, and for publicity in the same manner as provided for in subsection 103 (1) of the Act.

PART II - PARTICULAR PROVISIONS

Item I. Commodity Table:

Commodity	Supply Period (United States Fiscal Year)	Approximate Maximum Quantity (Metric Tons)	Maximum Export Market Value (US$ Millions)
Wheat/wheat flour (Wheat basis)	1982	27,000	4.6
Corn	1982	60,000	6.7
Soybean/cotton seed oil	1982	1,100	0.6
Blended/ Fortified foods	1982	3,000	0.9
Rice	1982	14,000	4.7
Total			17.5

Item II. Payment Terms: Convertible Local Currency Credit (CLCC)

A. Initial payment - None;

B. Currency use payment - None;

C. Number of Installment Payments - Fifteen (15);

D. Amount of each installment payment - Approximately equal annual amounts;

E. Due Date of First Installment Payment - Six (6) Years after date of last delivery of commodities in each calendar year;

F. Initial interest rate - Three (3) percent;

G. Continuing Interest Rate - Four (4) percent.

Item III. - Usual Marketing Table:

Commodity	Import Period (United States Fiscal Year)	Usual Marketing Requirement (Metric Tons)	
Wheat/wheat flour (wheat basis)	1982	139,000	
Feedgrains	1982	112,000	
Edible vegetable Oil and/or oil Bearing seeds (oil equivalent Basis)	1982	15,000 12,600	Mt of which at least Mt shall be imported from the United States
Blended/Fortified Foods	1982	None	
Rice	1982	39,000	

Item IV. - Export Limitations

A. Export Limitation Period:

The export limitation period shall be United States Fiscal Year 1982, or any subsequent United States Fiscal Year during which commodities financed under this agreement are being imported or utilized.

B. Commodities to which Limitations apply:

For the purposes of Part I, Article III A (4) of this agreement, the commodities which may not be exported are: For wheat/wheat flour - wheat, wheat flour, rolled wheat, semolina, farina, and bulgur (or the same products under a different name); for corn - corn, cornmeal, barley, grain sorghum, rye, oats, and any other feed grains including mixed feeds containing predominantly such grains; for soybean/cottonseed oil - all edible vegetable oils including peanut oil, soybean oil, cottonseed oil, rapeseed oil, sunflower oil, sesame oil, and any other edible vegetable oil or oil bearing seeds from which these oils are produced; for blended/fortified foods - blended/fortified foods; and for rice - rice, in the form of paddy, brown or milled.

Item V. - Self-Help Measures

A. The Government of Jamaica agrees to undertake self-help measures to improve the production, storage, and distribution of agricultural commodities. The following self-help measures shall be implemented to contribute directly to development progress in poor rural areas and enable the poor to participate actively in increasing agricultural production through small farm agriculture.

B. The Government of Jamaica agrees to undertake the following activities and in doing so to provide adequate financial, technical, and managerial resources for their implementation:

(1) General Conditions:

(a) The Government of Jamaica will prepare a five-year "Agricultural Policy and Production Plan" within one year of the signing of the FY 1982 PL 480 Title I Agreement. This plan will contain a prioritized list of policies, programs and projects for implementation, including an investment plan and a program for reducing Jamaica's need for subsidized food aid from the United States. Among others, the following additional elements will be incorporated specifically:

(i) An overall goal and strategy, with well-defined and structured program to meet goal and strategy objectives.

(ii) An analysis of incentives for private sector investment in agriculture, with a recommended implementation strategy, including an analysis and recommendation concerning recovery by the Government of Jamaica of the economic costs of these incentives.

(iii) An analysis of the use of tax measures to encourage agricultural productivity through increased land utilization.

(iv) An analysis of the current system of subsidies applied on agricultural inputs and a recommendation concerning the appropriate form of production support.

Assistance in meeting this condition must be obtained from a reputable international organization with special expertise, such as the World Food Council.

(b) The Government of Jamaica will carry out the specific conditions/adjustments cited below, including those of the World Bank Structural Adjustment Loan as they pertain to the agricultural sector, throughtout the life of this PL 480 Title I Agreement.

(i) Sell government-owned land to producers in order to increase farm investment and production.

(ii) Implement a land classification program and formulate a land-use policy.

(iii) Rationalize soil conservation activities, emphasizing maintenance, and implement a soil conservation program.

(iv) Prepare a program to increase the efficiency of water management and development of new systems.

(v) Allow participation of private organizations in external marketing and reassess the public external organizations with a view to reducing their non-marketing activities.

(vi) Initiate a program to eliminate praedial larceny.

(vii) Seek cabinet approval of an action program to rehabilitate the sugar and banana industries.

(viii) Formulate an action program for strengthening of the Ministry of Agriculture and other agricultural institutions.

(2) Pricing Conditions:

Within one year of the signing of this Agreement, the Government of Jamaica will develop a plan for eliminating price controls on domestically produced agricultural products and direct government subsidies on food imports which have a deleterious effect on domestic agricultural production, e.g. soya oil.

(3) Export Promotion Conditions:

A policy paper will be prepared within the first six months of this agreement analyzing the present restrictions and disincentives discouraging trading houses and other private parties from acting as major commodity exporters. If the analysis shows that significant steps should be taken in this area, the Government of Jamaica will then be responsible for formulating and presenting a plan for implementing the necessary changes to remedy the situation within the next six months.

(4) Land Tenure Conditions:

An analysis will be undertaken within the first six months of the agreement of the existing land tenure problems in Jamaica, including a review of the existing legislation to provide land holders and squatters with title to land. Based upon the findings of the study, a program will be initiated within the next six months to develop for GOJ legislative action an implementation strategy for giving farmers more secure land tenure than as provided for at present under the land lease program.

(5) Water Conditions:

The Government of Jamaica will prepare within the first six months of this agreement a draft water utilization policy statement and devise a system for rationalizing the use of water-resources between its various consumers to assure that agriculture receives adequate consideration in the allocation process.

(6) Production Incentive Conditions:

Within one year from the signing of the agreement an analysis will be made of the current agricultural incentive program with emphasis on the distribution of such incentives among various categories of farmers and types of farm production. The analysis will include the following concerns:

(i) High costs and delays associated with the distribution of agricultural incentives.

(ii) The feasibility, practicality, and anticipated impact of the proposed agricultural zoning program.

(iii) The establishment of an improved administrative procedure for distributing production incentives, which would be equitable and impose a less oppressive burden of bureaucratic control over agricultural production.

Item VI Economic development purposes for which proceeds accruing to importing country are to be used:

(a) The proceeds accruing to the importing country from the sale of commodities financed under this agreement will be deposited in a special account to be established by the Government of Jamaica, and will be used for financing the self-help measures set forth in the agreement, and for agricultural and rural development, in a manner designed to increase the access of the poor in the recipient country to an adequate, nutritious and stable food supply. Disbursements from the special account will be made at such times and for such purposes as may be mutually agreed by the two parties to this agreement.

(b) In the use of proceeds for these purposes, emphasis will be placed on directly improving the lives of the poorest of the recipient country's people and their capacity to participate in the development of their country.

Part III - FINAL PROVISIONS

(a) This agreement may be terminated by either Government by notice of termination to the other Government for any reason, and by the Government of the United States if it should determine that the self-help program described in the agreement is not being adequately developed. Such termination will not reduce any financial obligations the Government of Jamaica has incurred as of the date of termination.

This Agreement shall enter into force upon signature:

(b) IN WITNESS WHEREOF, the respective representatives, duly authorized for the purpose, have signed the present agreement.

DONE at Kingston, Jamaica, in duplicate, this 30th day of April, 1982.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

BY: Loren E. Lawrence
Ambassador

FOR THE GOVERNMENT OF JAMAICA

BY: Edward G. Seaga
Minister of Finance and Planning

MEMORANDUM OF UNDERSTANDING

Subject: Utilization of P.L. 480 Title I Sales Proceeds for High Priority Development Activities

The purpose of this Memorandum of Understanding is to register our agreement concerning:

A. The procedures governing the deposit and utilization of PL 480 Title I Sales proceeds;

B. The key sectors in which these proceeds are to be used to support Jamaica's socio-economic development;

C. The priorities to be followed in allocating said proceeds;

D. The activities to be supported; and

E. The reporting of the programming of the sales proceeds.

Jamaican currency generated through A.I.D.'s P.L. 480 Title I FY 1982 Agreement, i.e. the proceeds from the sale of commodites financed under this agreement, will be deposited to a special, individually identifiable account, to be designated "PL 480 Title I - 1982," at the Bank of Jamaica, and will be used to support the development sectors and activities agreed upon herein and for financing the self-help measures set forth in the agreement in a manner designed to increase the access of the poor in the recipient country to an adequate, nutritious and stable food supply.

A. Special Account

Deposits of equivalent local currency will become due 90 days after the Bill of Lading date in respect of each shipment. The Ministry of Finance and Planning shall promptly provide A.I.D. with a copy of each monthly statement of account prepared by the Bank of Jamaica. Disbursements from the Special Account will be made within 30 days after receipt of claims for reimbursements of expenditures for activities.

All sales proceeds will be deposited by December 31, 1982 and fully disbursed by January 31, 1983.

B. Sectors

In accordance with the provisions of Part II, Item VI of the PL 480 Title I Agreement signed on it is agreed that Jamaican currency generated from the sale of the commodities shall be utilized in the sectors of Agriculture, Health, Nutrition, Population and Education, placing emphasis on improving the lives of the least priviliged segments of the population in Jamaica and their capacity to participate in the development of the country.

It is hereby agreed that activities in the aforementioned sectors shall receive first priority in the allocation of Jamaican currency.

C. Priorities

Within the aforementioned sectors, the following will be the general order of priority:

1. To support ongoing projects that are being assisted by A.I.D.;
2. To support activities which would facilitate programs being considered for such assistance;
3. To support activities which would complement such ongoing and/or proposed programs; and
4. To support other high priority development projects for Jamaica, to be mutually agreed upon by A.I.D. and the Ministry of Finance and Planning.

D. Activities

Upon signature of this Memorandum, joint negotiations will be undertaken to identify a list of activities, with sums allocated to them, upon which the expenditure of Jamaican currency will be incurred. This list shall be incorporated as Annex A to this Memorandum. The preparation and any adjustments to Annex A will be agreed upon through an exchange of letters between the Financial Secretary of the Ministry of Finance and Planning, or his nominee, and the Director of USAID/Jamaica, or his nominee.

E. Reporting

It is agreed that the Ministry of Finance and Planning will furnish A.I.D. with quarterly reports on the progress of activities listed in Annex A. Such reports will contain information on generations and deposits of sales proceeds, and the planned and actual allocations of these proceeds to the agreed activities. Reports will be due by the 15th of the second month following the end of each calendar quarter.

Reviews will be requested by A.I.D. in the event that there has been inadequate progress of the activities listed in Annex A. Reviews may also be requested by the Ministry of Finance and Planning as it deems necessary.

GOVERNMENT OF JAMAICA

BY _____

Edward G. Seaga
Prime Minister and Minister
of Finance and Planning

UNITED STATES OF AMERICA

BY Glenn O. Patterson

Glenn O. Patterson
Mission Director
USAID Jamaica

BY Loren Lawrence

Loren Lawrence
Ambassador

GPO 1985 48-941 (12800)

10496

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10496

AGRICULTURAL COMMODITIES

Agreement Between the
UNITED STATES OF AMERICA
and GHANA

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Signed at Accra August 19, 1982

S9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89–497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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GHANA

Agricultural Commodities

Agreement signed at Accra August 19, 1982;
Entered into force August 19, 1982.

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF GHANA FOR THE SALE OF AGRICULTURAL COMMODITIES UNDER PUBLIC LAW 480 TITLE I[1] PROGRAM

The Government of the United States of America and the Government of Ghana agree to the sale of agricultural commodities specified below. This Agreement shall consist of the Preamble and Parts I and III of the Agreement signed April 14, 1980,[2] together with the following Part II:

PART II. PARTICULAR PROVISIONS:

ITEM I. Commodity Table:

Commodity	Supply Period (U.S. Fiscal Year)	Approximate Quantity (Metric Tons/Bales)	Maximum Export Market Value (Millions of U.S. Dollars)
Rice	1982	17,500 Metric Tons	5.0
Cotton	1982	5,600 Bales	2.0
		TOTAL	7.0

ITEM II. Payment Terms: Convertible Local Currency Credit (CLCC) - 40 Years.

(A) Initial Payment - Zero;

(B) Currency Use Payment - Fifteen (15) percent for Section 104(a) purposes;

(C) Number of Installment Payments - Thirty-One (31);

(D) Amount of Each Installment Payment - Approximately equal annual amounts;

(E) Due Date of First Installment Payment - Ten (10) years after date of last delivery of commodities in each calendar year;

(F) Initial Interest Rate - Two (2) percent;

(G) Continuing Interest Rate - Three (3) percent.

[1] 68 Stat. 455; 7 U.S.C. § 1701 *et seq.*
[2] TIAS 9738; 32 UST 909.

ITEM III. Usual Marketing Requirement Table:

Commodity	Import Period (U.S. Fiscal Year)	Usual Marketing Requirement (Metric Tons/Bales)
Rice	1982	17,700 Metric Tons
Cotton	1982	15,000 Bales

ITEM IV. Export Limitations:

(A) Export Limitation Period: The Export Limitation Period shall be United States Fiscal Year 1982, or any subsequent United States fiscal year during which commodities financed under this agreement are imported or utilized.

(B) Same or Like Commodity Definition and Commodities to Which Export Limitations Apply: For the purpose of Part I, Article III A(4) of this Agreement, the commodities considered to be the same or like the commodities imported under this Agreement are: for Cotton -- cotton and cotton textiles, including yarn and waste: and the commodities which may not be exported are for Rice -- rice in the form of paddy, brown or milled.

(C) Permissable Exports: Commodity - Cotton Textiles. Quantity and conditions - raw cotton equivalent in weight to 750,000 square meters of cotton textiles. If this export quantity is exceeded, the raw cotton equivalent in weight of such cotton textile exports will, in addition to the UMR provided in Item III, be imported from the United States into Ghana and paid for with the resources of the importing country, but such offset purchase need not exceed the level of total Title I, P.L. 480 imports during the supply period.

(D) Period Export Permitted: During United States fiscal year 1982 and any subsequent period during which cotton purchased under this Agreement is being imported or utilized.

ITEM V. Self-Help Measures:

(A) The Government of Ghana agrees to undertake self-help measures to improve the production, storage and distribution of agricultural commodities.

The following self-help measures shall be implemented to contribute directly to development progress in poor rural areas and enable the poor to participate actively in increasing agricultural production through small farm agriculture.

(B) The Government of Ghana agrees to undertake the following activities and in doing so to provide adequate financial, technical and managerial resources for their implementation:

(1) Analyze production costs and profit margin of small-scale farmers involved in the production of cereals (maize, rice, sorghum, etc.) and compare the performance of their operation with large-scale private producers of the same in the 1983 crop year.

(2) Preparation of a plan to improve the collection and compilation of agricultural statistics in 1983/84 and begin implementing the plan soon thereafter.

(3) Sell the commodities imported under the Agreement in accordance with Government price control laws.

ITEM VI. Economic Development Purposes for Which Proceeds Accruing to Importing Country are to be used:

(A) The proceeds accruing to the Government of Ghana from the sale of commodities financed under this Agreement will be deposited in a special account in the Bank of Ghana by the Government of Ghana, and will be used for financing the self-help measures set forth in the Agreement, and for development in the agricultural and rural development sectors in a manner designed to increase the access of the poor in Ghana to an adequate, nutritious and stable food supply. The sales proceeds will be programmed jointly and USAID will be informed of disbursements from the special account.

(B) In the use of proceeds for these purposes emphasis will be placed on directly improving the lives of the poorest of the Ghanaian people and their capacity to participate in the development of their country.

IN WITNESS WHEREOF, THE RESPECTIVE REPRESENTATIVES, DULY AUTHORIZED FOR THE PURPOSE, HAVE SIGNED THE PRESENT AGREEMENT.

DONE AT ACCRA, IN DUPLICATE, THE 19th DAY OF AUGUST, 1982.

FOR THE GOVERNMENT OF GHANA:

BY: _____
DR. KWESI BOTCHWEY
TITLE: PNDC SECRETARY FOR FINANCE AND ECONOMIC PLANNING

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

BY: _____
THOMAS W.M. SMITH
TITLE: U.S. AMBASSADOR

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AGRICULTURE

Science and Technology

Memorandum of Understanding Between the United States of America and the Philippines

Signed at Washington September 17, 1982

S 9.10:

NOTE BY THE DEPARTMENT OF STATE

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Washington, D.C. 20402

PHILIPPINES

Agriculture: Science and Technology

Memorandum of understanding signed at Washington September 17, 1982;
Entered into force September 17, 1982.

MEMORANDUM OF UNDERSTANDING ON COOPERATION IN THE FIELD OF AGRICULTURAL SCIENCE AND TECHNOLOGY BETWEEN THE DEPARTMENT OF AGRICULTURE OF THE UNITED STATES OF AMERICA AND THE MINISTRY OF AGRICULTURE OF THE REPUBLIC OF THE PHILIPPINES

The Department of Agriculture of the United States of America and the Ministry of Agriculture of the Government of the Philippines, (hereinafter referred to as the Parties), hereby agree to pursue cooperative programs and exchanges in the field of agricultural science and technology and to strengthen relations between the Parties through joint activities in accordance with this Memorandum of Understanding (hereinafter referred to as "Memorandum.")

ARTICLE I

1.1 Joint activities will be explored and determined by the Parties after consultation between representatives of both countries, and will be implemented by their agreement and in conformity with the laws and agricultural policies of both countries.

1.2 Cooperation will be developed in the broad areas of animal health, plant science, soil conservation and erosion control, energy in agriculture, biotechnology, food processing, fruit and vegetable production, agricultural engineering, marketing, distribution and storage, and other additional fields as agreed by the Parties.

ARTICLE II

Cooperation will be effected through, but not limited to, the exchange of materials and information; the exchange of scientists, specialists, and trainees; the organization of symposia and conferences; and the joint publication of research studies and papers.

ARTICLE III

3.1 A Joint Agriculture Working Group shall be formed to provide guidance, review the progress of activities and to facilitate cooperation. The Working Group shall meet periodically, as needed, in alternating countries.

3.2 Each side shall also designate an Executive Secretary who shall be responsible for coordinating and monitoring all the activities carried out under the auspices of this Memorandum. The Executive Secretaries shall be permanent members of the Joint Working Group.

ARTICLE IV

To generate broad interest and increased activities, this Memorandum authorizes the involvement of other interested government agencies, the scientific and business communities of both countries, as well as interested third countries. The Parties will encourage and facilitate direct contacts between these groups to work towards long-term cooperation in programs of research, extension, and training and to identify potential joint ventures in agribusiness.

ARTICLE V

Each Party will bear the costs of its participation in cooperative activities unless the Parties agree on other arrangements. Activities pursuant to this Memorandum are subject to the availability of funds and personnel and to the laws and regulations of the respective countries of the Parties.

ARTICLE VI

Under this Memorandum, the designated coordinating offices will be the Office of International Cooperation and Development for the Government of the United States and the Agricultural Research Office for the Government of the Republic of the Philippines.

ARTICLE VII

Findings and results of research carried out by this Memorandum shall be made available to the world scientific community unless otherwise agreed by the Parties in appropriate supplements. Treatment of intellectual property, will be agreed upon by the Parties according to the existing laws and practices of both countries.

ARTICLE VIII

Nothing in this Memorandum shall be interpreted to prejudice or modify existing understandings and agreements between the Parties.

ARTICLE IX

This Memorandum shall enter into force upon signature and shall remain in force for five years, unless terminated earlier by either Party upon six-months' written notice to the other Party. It may be modified or extended by the written agreement of the Parties. In the event of the termination of this Memorandum, the Parties shall consult regarding the completion of activities underway.

Done at Washington, D.C., this 17th day of September, 1982 in duplicate, both texts being equally authentic.

John R. Block

For the Department of Agriculture of the United States of America
(John R. Block)

Imelda R. Marcos

For the Ministry of Agriculture of the Republic of the Philippines
(Imelda R. Marcos)

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TOURISM

Agreement Between the
UNITED STATES OF AMERICA
and the PHILIPPINES

Signed at Washington September 17, 1982

S 9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89-497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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PHILIPPINES

Tourism

Agreement signed at Washington September 17, 1982;
Entered into force September 17, 1982.

AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND THE REPUBLIC OF THE PHILIPPINES ON THE DEVELOPMENT AND FACILITATION OF RECIPROCAL TOURISM

The Government of the United States of America and the Government of the Republic of the Philippines,

Considering that the Parties subscribe to the principles set forth in the Manila Declaration on World Tourism promulgated in September, 1980 and unanimously adopted by the Second Committee of the United Nations General Assembly on November 11, 1981;[1]

Noting that the United States of America and the Republic of the Philippines recognize the dimension and role of tourism as a positive instrument towards the improvement of the quality of life for all peoples, as well as a vital force for peace and international understanding;

Recalling that both the United States and Philippine Governments have encouraged travel and tourism between their peoples for the purpose of study, cultural exchange, recreation, business, and congresses and conventions;

Recognizing further that the long historical relationships between the two countries provide the basis for the development of closer relations in these areas;

Agree as follows:

---

[1] UN Doc. A/36/236, Annex, Appendix I.

ARTICLE I

Facilitation of Travel and Tourism

1. The Parties shall endeavor to simplify and facilitate the entry of visitors from the other Party with a view to increasing bilateral tourist trade.

2. The Parties shall work within the World Tourism Organization to develop, and encourage the adoption of, uniform standards and recommended practices which, if applied by governments, would facilitate international tourism.

3. The Parties, subject to their laws, shall facilitate within their respective territories the establishment and operation by the other Party of official tourism and convention promotion offices. However, nothing in this provision shall obligate either Party to open an official tourism promotion office in the territory of the other. Personnel assigned to such official tourism promotion offices may engage in promotion, liaison, negotiation, and advisory activities including:

a. Furnishing necessary information on tourism, attractions, facilities and services, schedules of congresses and conventions, trade fairs and exhibitions and other cultural attractions relating to international travel and tourism;

b. Attending sales promotion campaigns and seminars; and

c. Organizing familiarization tours for tour operators, travel agents, and journalists of the host country.

4. The Parties, subject to their laws, shall facilitate and encourage the promotional activities of duly authorized travel agents, tour operators, incentive travel houses, meeting planners, and transportation agents, in generating tourism between their countries.

5. To the extent that either Party is subject to statutes imposing duties on the entrance of ticket stock or promotional materials of the carriers or public and private tourism enterprises of the other, that Party shall review those statutes with the objective of providing for the eventual duty-free entry of such materials.

ARTICLE II

Cooperation Among Private Sector Entities

The United States of America and the Republic of the Philippines support the development of travel and tourism by individuals and firms of the private sector, including partnerships, joint ventures and other cooperative enterprises involving United States and Philippine private entities.

ARTICLE III

Tourism Cooperation and Consultation

1. The Parties shall exchange appropriate information concerning the use of facilities for shows, exhibitions, congresses and conventions in their countries.

2. The Parties agree that their respective national tourism agencies shall undertake as necessary appropriate consultations on World Tourism Organization matters of common concern.

ARTICLE IV

Tourism Education and Training

1. The Parties consider it desirable to encourage their respective experts to exchange appropriate information in the following fields:

a. Systems and methods to prepare teachers and instructors on tourism matters, particularly with regard to conservation and restoration, hotel operation and administration, marketing, congress management, and other tourism services;

b. Tourism scholarships for teachers, instructors, and students; and

c. Curricula and study programs for tourism schools.

2. Each Party shall encourage their respective students and professors of tourism to take advantage of fellowships offered by colleges, universities, and training centers of the other.

ARTICLE V

Tourism Statistics

1. Both Parties shall endeavor to improve the reliability and comparability of statistics on tourism between the two countries.

2. Both Parties shall endeavor to develop and maintain statistical series which meet the basic requirements for a common data base for international tourism statistics.

3. The Parties agree that the Guidelines on the Collection and Presentation of Domestic and International Tourism Statistics established by the World Tourism Organization shall constitute the requirements for such a data base.

4. The Parties shall encourage other nations to apply these Guidelines and shall work through the World Tourism

Organization to achieve international comparability of tourism statistics.

5. The Parties consider it desirable to exchange information on the tourism markets in the two countries.

ARTICLE VI

Congresses and Conventions

The Parties agree to facilitate the holding of congresses and conventions in each other's territory and the attendance of their citizens in such congresses and conventions, especially those pertaining to educational, scientific and technological, professional, business, tourism, social, and cultural matters.

ARTICLE VII

Implementation

1. The United States of America designates the United States Department of Commerce as its agency with primary responsibility for implementing this Agreement for the United States. The Republic of the Philippines designates the Ministry of Tourism as its agency with primary responsibility for implementing this Agreement for the Republic of the Philippines.

2. A frequent exchange of ideas shall take place between those agencies, at an appropriate level, in order to achieve close cooperation in all matters concerning this Agreement.

ARTICLE VIII

Period of Effectiveness

1. This Agreement shall enter into force on the date of signature.

2. Upon entry into force, this Agreement shall be valid for a period of five years and may be renewed automatically for additional periods of five years unless either Party expresses objection in writing.

3. This Agreement may be terminated by either of the Parties thirty days after that Party transmits written notice of intention to terminate to the other Party.

ARTICLE IX

Registration with World Tourism Organization

This Agreement, and any amendments thereto, shall be registered with the World Tourism Organization, Calle Capitan Haya, 42, E-Madrid 20, Spain.

DONE at Washington, in duplicate, this seventeenth day of September, 1982.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA: [1]

FOR THE GOVERNMENT OF THE REPUBLIC OF THE PHILIPPINES: [2]

[1] Malcolm Baldrige.
[2] Imelda R. Marcos.

GPO 1985 48-728 (12800)

10499

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10499

ATOMIC ENERGY

Technical Information Exchange and Cooperation in Regulatory and Safety Research Matters

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Arrangement Between the
UNITED STATES OF AMERICA
and the NETHERLANDS

Signed at The Hague September 15, 1982

with

Patent Addendum

S9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89-497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

For sale by the Superintendent of Documents, U.S. Government Printing Office
Washington, D.C. 20402

NETHERLANDS

Atomic Energy: Technical Information Exchange and Cooperation in Regulatory and Safety Research Matters

Arrangement signed at The Hague September 15, 1982;
Entered into force September 15, 1982.
With patent addendum.

ARRANGEMENT
BETWEEN
THE UNITED STATES NUCLEAR REGULATORY COMMISSION
(U.S.N.R.C.)
AND
THE NETHERLANDS MINISTER FOR SOCIAL AFFAIRS AND EMPLOYMENT
(N.M.S.A.E.)
FOR THE EXCHANGE OF TECHNICAL INFORMATION
AND
COOPERATION IN REGULATORY AND SAFETY RESEARCH MATTERS

The United States Nuclear Regulatory Commission (hereinafter called the U.S.N.R.C.) and the Netherlands Minister for Social Affairs and Employment (hereinafter called the N.M.S.A.E.);

Having a mutual interest in a continuing exchange of information pertaining to regulatory matters and of standards required or recommended by their organizations for the regulation of safety and environmental impact of nuclear facilities;

Having similarly cooperated under the terms of a five-year Arrangement for the exchange of technical information and cooperation in safety research, originally signed on October 3, 1977,[1] such Arrangement including provision for its extension as mutually agreed upon by the parties;

Having indicated their mutual desire to continue the cooperation established under the aforementioned Arrangement, and in further implementation of the Agreement Between the United States of America and the European Atomic Energy Commission in Cooperation for Peaceful Applications of Atomic Energy;[2]

Have agreed as follows:

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[1] TIAS 8988; 29 UST 2928.

[2] TIAS 4173, 4650, 5103, 5104, 5444, 7566; 10 UST 75; 11 UST 2589; 13 UST 1403, 1439; 14 UST 1459; 24 UST 472.

I. SCOPE OF THE ARRANGEMENT

I.1 Designation of Responsibilities

As regards the N.M.S.A.E., this Arrangement only concerns the nuclear regulatory activities under the Minister's jurisdiction.

I.2 Technical Information Exchange

To the extent that the U.S.N.R.C. and the N.M.S.A.E. are permitted to do so under the laws, regulations, and policy directives of their respective countries, the parties agree to continue the exchange of the following types of technical information relating to the regulation of safety and environmental impact of designated nuclear facilities:

a. Topical reports concerning safety and environmental effects written by or for one of the parties as a basis for, or in support of, regulatory decisions and policies.

b. Documents relating to significant licensing actions and safety and environmental decisions affecting nuclear facilities.

c. Detailed documents describing the U.S.N.R.C. process for licensing and regulating certain U.S. facilities designated by the N.M.S.A.E. as similar to certain facilities being built or planned in the Netherlands and equivalent documents on such Dutch facilities.

d. Information in the field of reactor safety research, either in the possession of one of the parties or available to it, including light water safety information from the technical

areas described in Appendices "A" and "B". Each party will transmit immediately to the other information concerning research results, indicating significant safety implications.

e. Reports on operating experience, such as reports on nuclear incidents, accidents and shutdowns, and compilations of historical reliability data on components and systems.

f. Regulatory procedures for the safety and environmental impact evaluation of nuclear facilities.

g. Early advice of important events such as serious operating incidents and government-directed reactor shutdowns, or on particular questions relating to reactor safety, that are of immediate interest to the parties.

h. Copies of regulatory standards required to be used, or proposed for use, by the regulatory organizations of the parties.

I.3 Cooperation in Safety Research

The execution of joint programs and projects of safety research and development, or those programs and projects under which activities are divided between the two parties including the use of test facilities and/or computer programs owned by either party, will be agreed upon on a case-by-case basis and be the subject of a separate agreement implemented by the appropriate research organizations of the parties.

1.4 Personnel Exchanges

Temporary assignments of personnel by one party in the other party's agency will be considered on a case-by-case basis.

II. ADMINISTRATION

a. The exchange of information under this Arrangement will be accomplished through letters, reports, and other documents, and by visits and meetings arranged in advance on a case-by-case basis. A meeting will be held annually, or at such other times as mutually agreed, to review the exchange and cooperation under this Arrangement, to recommend revisions, and to discuss topics coming within the scope of the cooperation. The time, place, and agenda for such meetings shall be agreed upon in advance. Visits which take place under the Arrangement, including their schedules, shall have the prior approval of the two administrators appointed by the parties.

b. An administrator will be designated by each party to coordinate its participation in the overall exchange. The administrators shall be the recipients of all documents transmitted under the exchange, including copies of all letters unless otherwise agreed. Within the terms of the exchange, the administrators shall be responsible for developing the scope of the exchange, including agreement on the designation of the nuclear energy facilities subject to the exchange, and on specific documents and standards to be exchanged. One or more technical coordinators may be appointed as direct contacts for

specific disciplinary areas. These technical coordinators will assure that both administrators receive copies of all transmittals. These detailed arrangements are intended to assure, among other things, that a reasonably balanced exchange giving access to equivalent available information is achieved and maintained.

c. The administrators shall determine the number of copies to be provided of the documents exchanged. Each document will be accompanied by an abstract in English, 250 words or less, describing its scope and content.

d. The application or use of any information exchanged or transferred between the parties under this Arrangement shall be the responsibility of the receiving party, and the transmitting party does not warrant the suitability of such information for any particular use or application.

e. Recognizing that some information of the type covered in this Arrangement is not available within the agencies which are parties to this Arrangement, but is available from other agencies of the governments of the parties, each party will assist the other to the maximum extent possible by organizing visits and directing inquiries concerning such information to appropriate agencies of the government concerned. The foregoing shall not constitute a commitment of other agencies to furnish such information or to receive such visitors.

f. Nothing contained in this Arrangement shall require either party to take any action which would be inconsistent with its existing laws,

regulations, and policy directives. No nuclear information related to proliferation-sensitive technologies will be exchanged under this Arrangement. Should any conflict arise between the terms of this Arrangement and those laws, regulations, and policy directives, the parties agree to consult before any action is taken.

g. Information exchanged under this Arrangement shall be subject to the patent provisions in the Patent Addendum of this document.

III. EXCHANGE AND USE OF INFORMATION

a. The term "information," as used in Article III, means nuclear energy-related regulatory, safety, scientific, or technical data, results or methods of research and development, and any other knowledge intended to be provided or exchanged under this Arrangement.

b. The term "proprietary information" means information which contains trade secrets or commercial or financial information which is privileged or confidential.

c. The term "other confidential or privileged information" means information, other than "proprietary information," which is protected from public disclosure under the laws and regulations of the country providing the information and which has been transmitted and received in confidence.

d. In general, information received by each party to this Arrangement may be disseminated freely without further permission of the other party.

e. Proprietary and other confidential or privileged information received under this Arrangement may be freely disseminated by the receiving party without prior consent to persons within or employed by the receiving party, and to concerned Government departments and Government agencies in the country of the receiving party.

f. In addition, proprietary and other confidential or privileged information may be disseminated without prior consent to organizations permitted or licensed by the receiving party to construct or operate nuclear production or utilization facilities, or to use nuclear materials and radiation sources, provided that such proprietary or other confidential or privileged information is used only within the terms of the permit or license and provided that any such additional dissemination of proprietary or other confidential or privileged information shall be on an as-needed, case-by-case basis, and shall be pursuant to an agreement of confidentiality.

g. With the prior written consent of the party furnishing proprietary or other confidential or privileged information under this Arrangement, the receiving party may disseminate such proprietary or other confidential or privileged information to consultants for use only within the terms of their consulting agreements and to contractors for use only within the terms of their contracts. It is the intent of the parties that every effort be made to allow dissemination of information urgently needed in understanding and resolving reactor safety problems, under appropriate non-disclosure agreements, to

persons who need such information in their work. Both parties will cooperate in assuring that such limited disclosure is permitted on a timely basis.

h. A party receiving under this Arrangement proprietary or other confidential or privileged information shall respect its proprietary or confidential nature. Proprietary or other confidential or privileged information must be clearly marked so as to indicate its confidential or privileged nature. Confidential or privileged information must, in addition, be accompanied by a statement indicating that the information is protected from public disclosure by the Government of the transmitting party, and that the information is submitted under the condition that it be maintained in confidence.

i. If, for any reason, one of the parties becomes aware that it will be, or may reasonably be expected to become, unable to meet the nondissemination provisions of this Article, it shall immediately inform the other party. The parties shall thereafter consult to define an appropriate course of action.

j. Nothing contained in this Arrangement shall preclude a party from using or disseminating information received without restriction by a party from sources outside of this Arrangement.

IV. DURATION

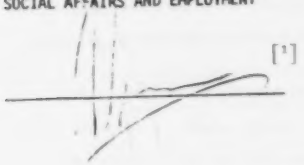
a. This renewed information exchange shall enter into force upon signature and, subject to paragraph IV.b. of this Article, shall

remain in force for five years unless extended for a further period of time by agreement of the parties.

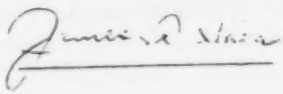
b. Either party may withdraw from the present Arrangement after providing the other party written notice 90 days prior to its intended date of withdrawal.

Signed in The Hague, The Netherlands, on this 15th day of September 1982.

FOR THE NETHERLANDS MINISTER FOR SOCIAL AFFAIRS AND EMPLOYMENT


[1]

FOR THE UNITED STATES NUCLEAR REGULATORY COMMISSION


[2]

[1] W. A. van den Berg.
[2] James R. Shea.

APPENDIX "A"

U.S.N.R.C.-N.M.S.A.E. Reactor Safety Research Exchange

Areas in Which the U.S.N.R.C. is Performing LWR Safety Research

1. Seismic Studies
2. Heavy Section Steel Technology Program
3. LOFT Program
4. Severe Accident Testing Program
5. Separate Effects Testing - Loss of Coolant Accident Studies
6. Analytical Model Development
7. Design Criteria for Piping, Pumps, and Valves
8. Alternate ECCS Studies
9. Core Meltdown Studies
10. Fission Product Release and Transport Studies
11. Probabilistic Studies
12. Man-Machine Interface Studies
13. Fire Protection Studies
14. Decommissioning Studies
15. Radiation Health and Environment Studies
16. Waste Management Studies

APPENDIX "B"

U.S.N.R.C.-N.M.S.A.E. Reactor Safety Research Exchange

Areas in Which the N.M.S.A.E. is Performing LWR Safety Research

1. Reactor noise studies
2. PWR transient studies
3. Man-Machine interface studies

PATENT ADDENDUM

A. With respect to any invention or discovery made or conceived during the period of, or in the course of or under, this technical exchange and cooperative Arrangement on regulatory and safety research matters between the U.S. Nuclear Regulatory Commission and The Netherlands Minister for Social Affairs and Employment, if made or conceived while in attendance at meetings or when employing information which has been communicated under this exchange Arrangement by one party or its contractors to the other party or its contactors, the party making the invention shall acquire all right, title, and interest in and to any such invention, discovery, patent application or patent in all countries, subject to the grant to the other party of a royalty-free, non-exclusive, irrevocable license, with the right to grant sublicenses, in and to any such invention, discovery, patent application, or patent, in all countries, for use in the production or utilization of special nuclear material or atomic energy and the Recipient Party shall acquire all right, title and interest in such invention, patent, etc., in its own country, subject to the grant of a corresponding license to the Inventor Party.

B. Each party shall assume the responsibility to pay awards or compensation required to be paid to its own nationals according to its own laws.

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10500

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10500

DEFENSE ASSISTANCE

Articles and Services

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Agreement Between the
UNITED STATES OF AMERICA
and SUDAN

Effected by Exchange of Notes
Dated at Khartoum August 24 and 30, 1981

and

Amending Agreement
Effected by Exchange of Notes
Dated at Khartoum August 30 and
September 25, 1982

S9. 10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89-497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

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SUDAN

Defense Assistance: Articles and Services

Agreement effected by exchange of notes
Dated at Khartoum August 24 and 30, 1981;
Entered into force August 30, 1981.
And amending agreement
Effected by exchange of notes
Dated at Khartoum August 30 and September 25, 1982;
Entered into force September 25, 1982.

The American Ambassador to the Sudanese Minister of Foreign Affairs

AUGUST 24, 1981

No. 188

EXCELLENCY:

I have the honor to refer to the recent discussions between representatives of our two governments concerning the United States Military Assistance Program with Sudan during the United States fiscal year 1981, and the effect of United States laws applicable to the funding of such programs by the United States. I have the further honor to confirm, on behalf of my government, the following understandings reached as a consequence of the aforesaid discussions:

Subject to the terms and conditions set forth in the Mutual Defense Assistance Agreement of April 22, 1981 [1] and as provided herein the United States shall grant to the Government of Sudan defense articles and defense services of a value not to exceed $1.7 million during the United States fiscal year 1981. The value of such defense articles and defense services shall be calculated by the United States in accordance with the provisions of applicable United States laws and regulations, including the Foreign Assistance Act of 1961, as from time to time amended, [2] and applicable appropriations legislation.

The defense articles and defense services to be furnished pursuant to this agreement shall be furnished in accordance with, and

---

[1] Exchange of notes Apr. 8 and 22, 1981. TIAS 10389; 33 UST.
[2] 75 Stat. 424; 22 U.S.C. § 2151.

subject to, the United States laws referred to in paragraph 1, and such successor legislation as may be hereafter enacted. Deliveries of such defense articles, and the performance of such defense services, may be suspended or terminated by the United States under unusual or compelling circumstances when the national interest of the United States so requires.

Selection of particular defense articles or defense services (hereafter in this paragraph referred to collectively as "items") to be furnished pursuant to this agreement shall be made from time to time by the United States Department of Defense, taking into consideration the requests, if any, of the Ministry of Defense of the Government of Sudan for particular items. The United States Department of Defense may cancel the furnishing of any item, or quantity thereof, at any time in order to recoup funds sufficient to pay any net increases in costs to the United States of the aggregate of selected items within the dollar value specified in paragraph 1. In effecting such recoupments, the United States Department of Defense will take into consideration the views, if any, of the Ministry of Defense of the Government of Sudan as to which items or quantities thereof should be cancelled.

In accordance with the requirements of the Foreign Assistance Act of 1961, as amended—

A) Title to defense articles to be furnished to the Government of Sudan pursuant to this agreement must be transferred to the Government of Sudan on or before September 30, 1986 and defense services to be performed pursuant to this agreement must be performed not later than September 30, 1986.

B) Defense articles to which the United States obtains or retains title after September 30, 1986, will not be furnished pursuant to this agreement, and defense services not performed on or before September 30, 1986 will not be performed pursuant to this agreement. The obligations of the United States with respect to the furnishings of such articles and services pursuant to this agreement shall cease as of October 1, 1986, and

C) Delivery of defense articles furnished pursuant to this agreement to the Government of Sudan must commence on or before September 30, 1986, if such delivery is to be financed from United States military assistance funds. Delivery of such articles after that date shall be at the expense of the Government of Sudan.

I have the honor to propose that this note, together with Your Excellency's note confirming the acceptance of the Government of Sudan of the foregoing understandings, shall constitute an agreement between our two governments with respect to the United States Military Assistance Program for the United States fiscal year 1981, effective from date of Your Excellency's note in reply.

Accept, Excellency, the renewed assurances of my highest consideration.

C. WILLIAM KONTOS
C. William Kontos
Ambassador

The Sudanese Ministry of Foreign Affairs to the American Embassy

MINISTRY OF FOREIGN AFFAIRS
KHARTOUM

MFA/AMR/7/SCR/9

The Ministry of Foreign Affairs of the Democratic Republic of the Sudan presents its compliments to the Embassy of the United States of America in Khartoum, and, with reference to the Embassy's note No. 188, dated August 24, 1981, regarding the recent discussions between representatives of the Governments of the Sudan and the United States concerning the United States military assistance program with Sudan, during the United States fiscal year 1981, and the understandings resulting from the aforesaid discussions, has the honor to bring to the Embassy's notice the acceptance of the competent authorities of the undertakings mentioned in the Embassy's note quoted above.

The Ministry of Foreign Affairs of the Democratic Republic of the Sudan avails itself of this opportunity to renew to the Embassy of the United States of America the assurances of its highest consideration.

T.A.

TO: EMBASSY OF THE UNITED STATES OF AMERICA.
KHARTOUM
DATE/August, 30, 1981

[AMENDING AGREEMENT]

The American Chargé d'Affaires, ad interim, to the Sudanese Minister of Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA
AUGUST 30, 1982

No. 180

EXCELLENCY:

I have the honor to refer to our Note Number 188 of August 24, 1981, and your Note Number MFA/AMR/7/ECR/9 of August 30, 1981, concerning the United States Military Assistance Program with Sudan. Because of changes in U.S. law, which no longer requires that deliveries of equipment under the bilateral agreement be completed prior to September 30, 1986, I have the honor to propose that the attached paragraph of the agreement constituted by the 1981 exchange of notes between our two Governments be deleted. If the foregoing is acceptable to your Government, I have the further honor to propose that this note, together with your reply, shall constitute an agreement between our two Governments effective from the date of your reply.

Accept, Excellency, the renewed assurances of my highest consideration.

JOHN S. DAVISON
John S. Davison
Charge d'Affaires, a.i.

His Excellency
MOHAMED MIRGHANI MUBARAK
Minister of Foreign Affairs
Democratic Republic of Sudan

ADDENDUM

The paragraph to be deleted is the following from our Note 188 of August 24, 1981:

"In accordance with the requirements of the Foreign Assistance Act of 1961, as amended—

A) Title to defense articles to be furnished to the Government of Sudan pursuant to this agreement must be transferred to the Government of Sudan on or before September 30, 1986, and defense services to be performed pursuant to this agreement must be performed not later than September 30, 1986.

B) Defense articles to which the United States obtains or retains title after September 30, 1986, will not be furnished pursuant to this agreement, and defense services not performed on or before September 30, 1986, will not be performed pursuant to this agreement. The obligations of the United States with respect to the furnishings of such articles and services pursuant to this agreement shall cease as of October 1, 1986, and

C) Delivery of defense articles furnished pursuant to this agreement to the Government of Sudan must commence on or before September 30, 1986, if such delivery is to be financed from United States military assistance funds. Delivery of such articles after that date shall be at the expense of the Government of Sudan."

Deleting this paragraph will allow the United States Department of Defense to provide defense articles on order under the U.S. military assistance program after September 30, 1986. Without this change, the U.S. obligation to furnish defense articles on order but not delivered would terminate on October 1, 1986.

7

The Sudanese Ministry of Foreign Affairs to the American Embassy

MINISTRY OF FOREIGN AFFAIRS
KHARTOUM

MFA/AMR/7/Con/9

The Ministry of Foreign Affairs of the Democratic Republic of the Sudan presents its compliments to the Embassy of the United States of America in Khartoum, and with reference to the Embassy's note No. 180 dated August 30th, 82,[1] concerning the deletion of Paragraph 5 of the Mutual Defense Assistance Agreement between the two Countries, has the honour to convey to the Embassy the approval of the Competent Authorities in the Sudan to the foresaid amendments in the Embassy's note quoted above.

The Ministry of Foreign Affairs of the Democratic Republic of the Sudan avails itself of this opportunity to renew to the Embassy of the United States of America the assurances of its highest consideration.

T.A.

TO: THE EMBASSY OF THE UNITED STATES OF AMERICA.
DATE: 25, Sep, 1982.

[1] Refers to agreement of August 24 and 30, 1981.

10501

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DEFENSE ASSISTANCE

Articles and Services

Agreement Between the
UNITED STATES OF AMERICA
and JORDAN

Amending the Agreements of
August 27, 1979 and August 14 and 30, 1980

Effected by Exchange of Notes
Dated at Amman August 18 and
September 20, 1982

S9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89-497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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JORDAN

Defense Assistance: Articles and Services

Agreement amending the agreements of August 27, 1979 and August 14 and 30, 1980.
Effected by exchange of notes
Dated at Amman August 18 and September 20, 1982;
Entered into force September 30, 1982.

The American Chargé d'Affaires ad interim to the Jordanian Acting Secretary General, Ministry of Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA

Amman, August 18, 1982

No. 246

Excellency:

I have the honor to refer to recent discussions between our two Governments concerning the Military Assistance Program and recent changes in the U.S. Law. As a result of these discussions, I have the honor to propose that paragraph 4 of the exchange of notes between our two Governments of August 27, 1979, (TIAS 9597) and of August 14 and 30, 1980, (TIAS 9850) concerning the defense articles services be deleted from the Agreement. If the foregoing is acceptable to your Government, I have the further honor to propose that this note, together with your reply, shall constitute an agreement between our two Governments effective from the date of your reply.

Accept, Excellency, the renewed assurances of my highest consideration.

Edward [illegible]

Charge' d'Affaires ad interim

His Excellency
Walid Tash
Acting Secretary General
Ministry of Foreign Affairs
Amman.

The Jordanian Ministry of Foreign Affairs to the American Embassy

بسم الله الرحمن الرحيم

THE HASHEMITE KINGDOM
OF JORDAN
Ministry of Foreign Affairs

المملكة الأردنية الهاشمية
وزارة الخارجية

Ref. No. م ك/٢/٥٥/١١٠٩
الرقم

Date. ١٩٨٢/٩/٢٠
التاريخ

تهدى وزارة خارجية المملكة الاردنية الهاشمية اطيب تحياتها الى سفارة الولايات المتحدة الامريكية في عمان وبالاشارة الى مذكرتها رقم ٢٤٦ تاريخ ١٩٨٢/٨/١٨ تتشرف باعلامها عن قبول الجهات المختصة الاردنية لما ورد في مذكرة السفارة المشار اليها .

تنتهز وزارة الخارجية هذه المناسبة لتعرب للسفارة الكريمة عن فائق تقديرها

سفارة الولايات المتحدة الامريكية / عمان

TRANSLATION

THE HASHEMITE KINGDOM OF JORDAN
MINISTRY OF FOREIGN AFFAIRS

No. MK/2/55/1183

Date: September 20, 1982

The Ministry of Foreign Affairs of the Hashemite Kingdom of Jordan presents its compliments to the Embassy of the United States of America and has the honor to inform the Embassy that the authorities concerned approved the contents of the Embassy's note No. 246, dated August 18, 1982.

The Ministry of Foreign Affairs of the Hashemite Kingdom of Jordan takes this opportunity to renew to the Embassy of the United States of America the assurances of its highest consideration.

[Initialed]

[SEAL]

Embassy of the United States of America.

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10502

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DEFENSE ASSISTANCE

Articles and Services

Agreement Between the
UNITED STATES OF AMERICA
and TURKEY

Amending the Agreement of
August 15 and 31, 1979, as Amended

Effected by Exchange of Notes
Signed at Ankara August 13 and
September 24, 1982

S9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89-497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

For sale by the Superintendent of Documents, U.S. Government Printing Office
Washington, D.C. 20402

TURKEY

Defense Assistance: Articles and Services

Agreement amending the agreement of August 15 and 31, 1979, as amended.
Effected by exchange of notes
Signed at Ankara August 13 and September 24, 1982;
Entered into force September 24, 1982.

The American Chargé d'Affaires ad interim to the Turkish Minister of Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA

No. 427

ANKARA, *August 13, 1982*

EXCELLENCY:

I have the honor to invite your attention to recent changes in United States law, repealing Section 516 of the Foreign Assistance Act of 1961. [1] That Section of the Law made it necessary to insert a provision in the Agreement relating to the United States Military Assistance Program, which was effected by an exchange of notes signed in Ankara on August 15 and 31, 1979. [2] Paragraph four of that exchange of notes embodied this provision and, as amended by an exchange of notes dated April 13 and May 27, 1981, [3] established September 30, 1982, as the deadline by which the United States must have delivered to Turkey defense materials and services authorized in prior fiscal years under the Military Assistance Program.

In order to take account of the repeal of Section 516 of the Foreign Assistance Act, I have the honor to propose that paragraph four of the aforementioned exchange of notes be deleted in its entirety. This deletion will enable the United States Department of Defense, after September 30, 1982, to continue deliveries of MAP defense articles which in previous years had been designated for Turkey. Failure to delete this paragraph could jeopardize, under

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[1] 75 Stat. 424; 22 U.S.C. § 2151.
[2] TIAS 9588; 30 UST 7299.
[3] TIAS 10144; 33 UST.

United States law, the ability of the Defense Department to deliver MAP articles.

If the proposed deletion is acceptable to the Government of Turkey, I have the further honor to propose that this Note, together with your reply, shall constitute an Agreement between our two Governments, effective from the date of your Excellency's response.

Accept, Excellency, the renewed assurance of my highest consideration.

RICHARD W. BOEHM
Richard W. Boehm
Charge d'Affaires ad interim

His Excellency
Ilter Turkmen,
Minister of Foreign Affairs,
of the Republic of Turkey,
Ankara.

The Turkish Minister of Foreign Affairs to the American Ambassador

REPUBLIC OF TURKEY
MINISTRY OF FOREIGN AFFAIRS
Note No : 6783

Ankara, 24 September 1982

Excellency,

I have the honour to refer to your Note No.427 of August 13, 1982, in which it is proposed to delete in its entirety, the paragraph 4 of the Agreement effected by the exchange of notes dated August 15 and 31, 1979, so as to enable the United States Department of Defence to continue after September 30, 1982, the deliveries of Military Assistance Program defence articles designated for Turkey.

I have the honour to inform you that the Turkish Government agrees with the proposal contained in your Note to delete in its entirety, paragraph 4 of the afore-mentioned Agreement and that the Government of the Republic of Turkey considers the Embassy's Note No.427 dated August 13, 1982 and the present reply thereto as constituting an Agreement between our Governments.

Please accept, Excellency, the assurances of my highest consideration.

İlter TÜRKMEN
Minister of Foreign Affairs

His Excellency
Mr. Robert Strausz-Hupé
Ambassador of the United
States of America
ANKARA

10503

DEFENSE ASSISTANCE

Articles and Services

Agreement Between the
UNITED STATES OF AMERICA
and PORTUGAL

Amending the Agreements of
August 14 and 27, 1979, August 12
and 28, 1980 and August 24 and 28, 1981

Effected by Exchange of Notes
Signed at Lisbon August 16 and
September 29, 1982

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DEPOSITORY ITEM

S 9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89-497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

"... the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence ... of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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PORTUGAL

Defense Assistance: Articles and Services

Agreement amending the agreements of August 14 and 27, 1979, August 12 and 28, 1980 and August 24 and 28, 1981.
Effected by exchange of notes
Signed at Lisbon August 16 and September 29, 1982.
Entered into force September 29, 1982.

The American Charge d'Affaires ad interim to the Portuguese Minister of Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA
AUGUST 16,.1982

EXCELLENCY,

I have the honor to refer to recent discussions between our two governments concerning the Military Assistance Program and recent changes in U.S. law. As a result of these discussions I have the honor to propose that paragraph 4 of the Embassy's letters of August 14, 1979, and August 12, 1980,[1] concerning defense articles and services, and the comparable section (unnumbered) in the Embassy's letter of August 24, 1981,[2] be deleted from the Military Assistance Agreement. This change will eliminate the provision that delivery of grant defense articles under the Agreement must take place before certain dates.

If the foregoing is acceptable to your government, I have the further honor to propose that this letter, together with your reply, shall constitute an agreement between our two governments effective from the date of your reply.

Accept, Excellency, the assurances of my highest consideration.

EDWARD M. ROWELL

Edward M. Rowell
Charge d'Affaires, a.i.

His Excellency
DR. VASCO FUTSCHER PEREIRA,
Minister of Foreign Affairs,
Lisbon.

[1] TIAS 9599, 9846; 30 UST 7558; 32 UST 2388.
[2] TIAS 10252; 33 UST.

The Portuguese Minister of Foreign Affairs to the American Chargé d'Affaires ad interim

MINISTÉRIO DOS NEGÓCIOS ESTRANGEIROS

Gabinete do Ministro

Lisboa, 29 de Setembro de 1982

Senhor Encarregado de Negócios,

Tenho a honra de acusar a recepção da nota da Embaixada, datada de 16 de Agosto de 1982, referente ao Programa de Assistência Militar dos Estados Unidos a Portugal durante o ano fiscal de 1982.

Desejo informar V. Srª. que o Governo português dá o seu acordo às propostas do Governo dos Estados Unidos constantes da nota acima referida.

Queira aceitar, Senhor Encarregado de Negócios, os protestos da minha elevada consideração,

VASCO FUTSCHER PEREIRA

Ministro dos Negócios Estrangeiros

Sua Srª. Edward M. Rowell
Encarregado de Negócios a. i. dos
Estados Unidos da América

TRANSLATION

Ministry of Foreign Affairs
Office of the Minister

Lisbon, September 29, 1982

Dear Sir:

I have the honor to acknowledge receipt of the Embassy's note dated August 16, 1982, concerning the Program for United States Military Assistance to Portugal during the 1982 fiscal year.

I wish to inform you that the Portuguese Government accepts the United States Government's proposals contained in the above-mentioned note.

Accept, Sir, the assurances of my high consideration.

Vasco Futscher Pereira

Vasco Futscher Pereira
Minister of Foreign Affairs

Mr. Edward M. Rowell,
Charge d'Affaires, a.i.
of the United States of America

GPO 1985 48-770 (0800)

10504

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10504

DEFENSE ASSISTANCE

Articles and Services

Agreement Between the
UNITED STATES OF AMERICA
and the PHILIPPINES

Amending the Agreements of
August 23 and 30, 1979, August 12
and 22, 1980 and August 19 and
30, 1981

Effected by Exchange of Notes
Signed at Manila August 16 and
September 30, 1982

S 9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89-497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

"... the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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Washington, D.C. 20402

PHILIPPINES

Defense Assistance: Articles and Services

Agreement amending the agreements of August 23 and 30, 1979, August 12 and 22, 1980 and August 19 and 30, 1981.
Effected by exchange of notes
Signed at Manila August 16 and September 30, 1982;
Entered into force September 30, 1982.

The American Ambassador to the Philippine Minister of Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA

August 16, 1982

No. 483

Excellency:

I have the honor to refer to recent discussions between our two governments concerning the military assistance program and recent changes in U.S. law. As a result of these discussions, I have the honor to propose that paragraphs four of the exchanges of notes between our two governments of August 23 and 30, 1979;[1] August 12 and 22, 1980;[2] and August 19 and 30, 1981,[3] concerning defense articles services, copies of which are attached, be deleted from the agreement. The deletions will enable the United States Department of Defense to continue to deliver Military Assistance Program articles pursuant to the agreement beyond the time limits specified in the paragraphs cited in the foregoing exchanges of notes.

If the foregoing is acceptable to your government, I have the further honor to propose that this note, together with your reply, shall constitute an agreement between our two governments effective from the date of your reply.

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[1]TIAS 9584; 30 UST 7276.
[2]TIAS 9847; 32 UST 2394.
[3]TIAS 10236; 33 UST.

Accept, Excellency, the renewed assurances of my highest consideration.

Michael H. Armacost
Ambassador Extraordinary
and Plenipotentiary

Enclosures

His Excellency
Carlos P. Romulo
Minister of Foreign Affairs of
the Republic of the Philippines
Manila

The Philippine Acting Minister for Foreign Affairs to the American Ambassador

Ministri ng Ugnayang Panlabas — Ministry of Foreign Affairs

MANILA

43419

30 September 1982

Excellency:

I have the honor to refer to His Excellency's note No. 483 dated 16 August 1982 referring to recent discussions between our two governments concerning the military assistance program and recent changes in U.S. law and as a result of these discussions, proposing that paragraphs four of the exchanges of notes between our two governments of 23 and 30 August 1979; 12 and 22 August 1980; and 19 and 30 August 1981, concerning defense articles and services, copies of which were attached, be deleted from the agreement to enable the United States Department of Defense to continue to deliver Military Assistance Program articles pursuant to the agreement beyond the time limits specified in the paragraphs cited in the aforementioned exchanges of notes.

In accordance with His Excellency's proposal, the Philippine Government hereby confirms its acceptance of the aforementioned understandings. Accordingly, His Excellency's note and this reply shall constitut an agreement between the Philippines and the United States effective from the date of this reply.

Accept, Excellency, the renewed assurances of my highest consideration.

Very truly yours,

MANUEL COLLANTES
Acting Minister for Foreign Affairs

Enclosures:
As stated.

His Excellency
Michael H. Armacost
Ambassador of the United States of America
Manila

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10505

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10505

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ECONOMIC ASSISTANCE

Economic Recovery Program

Agreement Between the
UNITED STATES OF AMERICA
and HONDURAS

Signed at Tegucigalpa September 24, 1982

S9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89-497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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HONDURAS

Economic Assistance: Economic Recovery Program

Agreement signed at Tegucigalpa September 24, 1982;
Entered into force September 24, 1982.

PROGRAMA DE LA A.I.D. NO. 522-0230
(PRESTAMO DE LA A.I.D. NO. 522-K-046)

A.I.D. PROGRAM NO. 522-0230
(A.I.D. LOAN NO. 522-K-046)

CONVENIO DE PRESTAMO
LOAN AGREEMENT

ENTRE
BETWEEN

LA REPUBLICA DE HONDURAS
THE REPUBLIC OF HONDURAS

Y
AND

LOS ESTADOS UNIDOS DE AMERICA
THE UNITED STATES OF AMERICA

PARA
FOR

PROGRAMA DE RECUPERACION ECONOMICA I
ECONOMIC RECOVERY PROGRAM I

Tegucigalpa, Honduras
24 de Septiembre de 1982

Programa de la A.I.D. No. 522-0230
(Préstamo de la A.I.D. No. 522-K-046)

Convenio de Préstamo

De fecha 24 de septiembre de 1982

Entre

La República de Honduras,
actuando a través del Ministerio de
Hacienda y Crédito Público
("El Prestatario")

Y

Los Estados Unidos de América, actuando
a través de la Agencia para
el Desarrollo Internacional ("A.I.D.")

Por cuanto, el Gobierno de la República de Honduras, actuando a través del Ministerio de Hacienda y Crédito Público, ha solicitado, mediante Oficio No. S-158-82 del Ministro de Hacienda y Crédito Público de fecha 24 de agosto de 1982, que la A.I.D. proporcione apoyo financiero a su programa de recuperación económica;

Por cuanto, el Gobierno de los Estados Unidos, actuando a través de la A.I.D., desea ayudar al Gobierno de Honduras en sus esfuerzos de estabilización y recuperación;

Por tanto, las partes por este medio acuerdan:

ARTICULO 1

La Asistencia

La A.I.D. conviene en prestar al Prestatario, bajo los términos de este Convenio, una cantidad que no exceda Treinta y Cinco Millones de Dólares

A.I.D. Program No. 522-0230
(A.I.D. Loan No. 522-K-046)

Loan Agreement

Dated September 24, 1982

Between

The Republic of Honduras,
acting through the
Ministry of Finance and Public Credit
("Borrower")

And

The United States of America, acting
through the Agency for
International Development ("A.I.D.")

Whereas, the Government of the Republic of Honduras, acting through the Ministry of Finance, has requested A.I.D., in letter No. S-158-82 dated August 24, 1982[1] from the Minister of Finance and Public Credit, to provide financial support to its program of economic recovery;

Whereas, the Government of the United States, acting through A.I.D., desires to assist the Government of Honduras in its stabilization and recovery efforts;

Now, therefore, the parties hereto agree as follows:

ARTICLE 1

The Assistance

A.I.D. agrees to lend to the Borrower, under the terms of this Agreement, not to exceed Thirty Five Million United States Dollars

[1] Not printed.

de los Estados Unidos (U.S. $35,000,000) ("El Préstamo") para apoyo a la balanza de pagos a fin de promover la estabilización financiera y la recuperación económica en Honduras. La suma de los desembolsos bajo el Préstamo se denominará "Capital".

ARTICULO 2

Términos del Préstamo

SECCION 2.1 Amortización. El Prestatario amortizará el Capital bajo el Préstamo a la A.I.D. dentro de los cuarenta (40) años a partir de la fecha del desembolso del Préstamo (según se define en la Sección 4.2) en sesenta y una (61) cuotas semestrales aproximadamente iguales de Capital e intereses. La primera cuota del Capital será pagadera nueve anos y medio (9 1/2) después de la fecha de vencimiento del primer pago de intereses de conformidad con la Sección 2.2. La A.I.D. proporcionará al Prestatario una tabla de amortización de conformidad con esta Sección después del desembolso final efectuado bajo el Préstamo.

SECCION 2.2 Intereses. El Prestatario pagará a la A.I.D. intereses que se computarán a una tasa del dos por ciento (2%) anual durante los diez (10) años a partir de la fecha de desembolso de los fondos del Préstamo y a una tasa del tres por ciento (3%) anual de allí en adelante sobre el saldo insoluto del Capital y sobre intereses vencidos y no pagados. Los intereses serán pagaderos semestralmente. El primer pago de intereses vencerá y será pagadero dentro de seis meses después de la fecha de desembolso, en una fecha a ser especificada por la A.I.D.

SECCION 2.3 Aplicación, Moneda y Lugar de Pago. Todos los pagos de intereses y Capital que se efectúen en virtud del

(U.S. $35,000,000) ("Loan") for balance of payments support to promote financial stabilization and economic recovery in Honduras. The aggregate amount of disbursements under the Loan is referred to as "Principal."

ARTICLE 2

Loan Terms

SECTION 2.1 Repayment. The Borrower will repay to A.I.D. the Principal under the Loan within forty (40) years from the date of disbursement of the Loan (as defined in Section 4.2) in sixty-one (61) approximately equal semi-annual installments of Principal and interest. The first installment of Principal will be payable nine and one-half (9-1/2) years after the date on which the first interest payment is due in accordance with Section 2.2. A.I.D. will provide the Borrower with an amortization schedule in accordance with this Section after disbursement of the Loan.

SECTION 2.2 Interest. The Borrower will pay to A.I.D. interest which will accrue at the rate of two percent (2%) per annum for ten (10) years after the date upon which the Loan funds are disbursed and at the rate of three percent (3%) per annum thereafter, on the outstanding balance of the Principal and on any due and unpaid interest. Interest will be payable semi-annually. The first payment of interest will be due and payable no later than six months after the date of disbursement, on a date to be specified by A.I.D.

SECTION 2.3 Application, Currency and Place of Payment. All payments of interest and Principal hereunder will

presente Convenio se efectuarán en Dólares Estadounidenses y serán aplicados primero al pago de intereses vencidos y después a la amortización del Capital. A excepción de lo que la A.I.D. especificare de otra manera por escrito, los pagos se efectuarán al Contralor, Oficina de Administración Financiera, Agencia para el Desarrollo Internacional, Washington, D.C. 20523, U.S.A., y se considerarán efectuados cuando hayan sido recibidos por la Oficina de Administración Financiera.

be made in U.S. Dollars and will be applied first to the payment of interest due and then to the repayment of Principal. Except as A.I.D. may otherwise specify in writing, payments will be made to the Controller, Office of Financial Management, Agency for International Development, Washington, D.C. 20523, U.S.A., and will be deemed made when received by the Office of Financial Management.

SECCION 2.4 Pago Adelantado. Una vez pagados todos los intereses adeudados, el Prestatario podrá pagar por adelantado, sin ningún recargo, todo o parte del Capital. A menos que la A.I.D. acordare de otra manera por escrito, cualquier pago por adelantado será aplicado a las cuotas de Capital en el orden inverso de su vencimiento.

SECTION 2.4 Prepayment. Upon payment of all interest due, the Borrower may prepay, without penalty, all or any part of the Principal. Unless A.I.D. otherwise agrees in writing, any such prepayment will be applied to the installments of Principal in inverse order of their maturity.

ARTICULO 3

Condiciones Previas

ARTICLE 3

Conditions Precedent

SECCION 3.1 Entrega de Fondos. Previo al desembolso de fondos bajo este Convenio, el Prestatario, a excepción de lo que la A.I.D. de otra manera conviniere por escrito, proporcionará a la A.I.D. en forma y substancia satisfactoria a la A.I.D.:

SECTION 3.1 Release of Funds. Prior to the disbursement of funds under this Agreement, the Borrower shall, except as the parties may otherwise agree in writing, furnish to A.I.D. in form and substance satisfactory to A.I.D.:

(A) un dictamen de un asesor jurídico aceptable a la A.I.D. que este Convenio ha sido debidamente autorizado, o ratificado, y celebrado en representación del Prestatario y que constituye una obligación válida y legalmente exigible del Prestatario de conformidad con todos sus términos; y

(A) an opinion of counsel acceptable to A.I.D. that this Agreement has been duly authorized, or ratified by, and executed on behalf of the Borrower and that it constitutes a valid legally binding obligation of the Borrower in accordance with all of its terms; and

(B) una declaración del nombre de la persona que ocupa o que está encargada del despacho especificado en la Sección 8.2.

(B) a statement of the name of the person holding or acting in the office specified in Section 8.2.

SECCION 3.2 Notificación. Cuando la A.I.D. haya determinado que las Condiciones Previas especificadas en la Sección 3.1 han sido cumplidas, lo notificará prontamente al Prestatario.

SECCION 3.3 Fecha Final para las Condiciones Previas. Si las condiciones especificadas en la Sección 3.1 no han sido cumplidas dentro de los noventa (90) días a partir de la fecha del presente Convenio, o en una fecha posterior que la A.I.D. acordare por escrito, la A.I.D., a su opción, podrá dar por terminado el presente Convenio, notificándolo por escrito al Prestatario.

ARTICULO 4

Desembolso

SECCION 4.1 Depósito de Fondos Desembolsados. Después del cumplimiento de las Condiciones Previas, a solicitud por escrito del Prestatario, la A.I.D. depositará el producto del Préstamo en un banco o bancos designados por escrito por el Prestatario.

SECCION 4.2 Fecha de Desembolso. El desembolso por la A.I.D. se considerará efectuado en la(s) fecha(s) en que el producto del Préstamo sea depositado en el banco o bancos designado(s) de conformidad con la Sección 4.1.

SECCION 4.3 Fecha Final para la Solicitud de Desembolsos. A excepción de lo que la A.I.D. de otra forma acordare por escrito, la fecha final para solicitar desembolsos del producto del Préstamo será seis meses a partir del presente Convenio.

ARTICULO 5

Propósitos de los Fondos

SECCION 5.1 El Prestatario conviene que el Préstamo será utilizado para

SECTION 3.2 Notification. When A.I.D. has determined that the Conditions Precedent specified in Section 3.1. have been met, it will promptly notify the Borrower.

SECTION 3.3 Terminal Date for Conditions Precedent. If the conditions specified in Section 3.1. have not been met within ninety (90) days from the date of this Agreement, or such later date as A.I.D. may agree in writing, A.I.D., at its option, may terminate this Agreement by written notice.

ARTICLE 4

Disbursement

SECTION 4.1 Deposit of Disbursed Funds. After satisfaction of the Conditions Precedent, at the written request of the Borrower, A.I.D. will deposit the proceeds of the Loan in a bank or banks designated in writing by the Borrower.

SECTION 4.2 Date of Disbursement. Disbursement by A.I.D. will be deemed to occur on the date(s) the proceeds of the Loan are deposited in the bank or banks designated pursuant to Section 4.1.

SECTION 4.3 Terminal Date for Requesting Disbursement. Except as A.I.D. may otherwise agree in writing, the terminal date for requesting disbursement of the Loan proceeds shall be six months from the date of this Agreement.

ARTICLE 5

Purposes of Funds

SECTION 5.1. The Borrower agrees that the Loan will be used for balance of

propósitos de balanza de pagos y no será utilizado para el financiamiento de necesidades militares de ninguna clase, incluyendo la adquisición de bienes o servicios para propósitos militares.

ARTICULO 6

Estipulaciones

SECCION 6.1 El Prestatario por este medio conviene que, a menos que la A.I.D. de otra manera acordare por escrito, que:

(1) asegurará la disponibilidad de por lo menos $35 millones en divisas durante un período no mayor de doce (12) meses a partir de la fecha de este Convenio, para la importación de materia prima, bienes intermedios, y repuestos de los Estados Unidos;

(2) establecerá una Cuenta Especial en el Banco Central de Honduras y depositará en ella Setenta millones de Lempiras (L.70,000,000) al desembolsarse el Préstamo en Dólares, y utilizar los Lempiras en tal Cuenta Especial para aquellos propósitos que las Partes puedan mutuamente acordar por escrito;

(3) utilizará de la asistencia aquí acordada, incluyendo los Lempiras depositados en la Cuenta Especial, de acuerdo con los criterios que el Gobierno de Honduras y la A.I.D. puedan mutuamente acordar por escrito;

(4) tomará las acciones necesarias para cumplir con los objetivos cualitativos y cuantitativos del recién negociado Acuerdo de Financiamiento Contingente con el Fondo Monetario Internacional, incluyendo aquellas necesarias para poder efectuar los desembolsos iniciales y subsiguientes en monedas duras bajo dicho Acuerdo y bajo la Facilidad de Financiamiento Compensatorio;

payments purposes and will not be used for financing military requirements of any kind, including the procurement of commodities or services for military purposes.

ARTICLE 6

Covenants

SECTION 6.1. The Borrower hereby convenants that, unless A.I.D. otherwise agrees in writing, it shall:

(1) assure the allocation of not less than $35 million in foreign exchange within a period of twelve (12) months of the date of this Agreement for the importation of raw materials, intermediate goods, and spare parts from the U.S.;

(2) establish a Special Account in the Central Bank of Honduras, and deposit therein Seventy Million Lempiras (L.70,000,000) upon disbursement of the Dollar Loan, and utilize the Lempiras in such Special Account for such purposes as may be mutually agreed upon in writing by the Parties;

(3) utilize the assistance hereunder, including the Lempiras deposited in the Special Account, in accordance with such criteria as may be agreed upon in writing by the Government of Honduras and A.I.D.;

(4) take the necessary steps to meet the qualitative and quantitative objectives of the recently negotiated Stand-by Arrangement with the International Monetary Fund, including those required to make the initial and subsequent hard currency drawings under that Arrangement and under the Compensatory Financing Facility;

(5) consultará con la A.I.D. regularmente a fin de revisar el progreso hacia el logro de los objetivos monetarios, fiscales y de balanza de pagos que este Programa de la A.I.D. se propone a apoyar, así como para tratar aspectos de la política macroeconómica que se relacionen a esta asistencia y a los objetivos de la Iniciativa para la Cuenca del Caribe; y,

(6) permitirá revisión del cumplimiento con las estipulaciones de este Convenio manteniendo registros financieros de conformidad con prácticas generalmente aceptadas de contabilidad por un período de por lo menos tres años después de la fecha de desembolso bajo el Convenio, y hará disponible tales registros para revisión en plazos razonables por representantes autorizados de la A.I.D.

ARTICULO 7

Casos de Incumplimiento

SECCION 7.1 Será un "caso de incumplimiento" si el Prestatario deja de:

(A) pagar en su fecha de vencimiento cualquier interes u otra amortización de Capital requerida bajo el presente Convenio,

(B) cumplir con cualquier otra estipulación del presente Convenio, o

(C) pagar en su fecha de vencimiento cualquier interes o amortización de capital u otro pago requerido bajo cualquier otro Préstamo, Garantía, u otro Convenio, entre el Prestatario o cualquiera de sus dependencias y la A.I.D. o cualquiera de sus agencias antecesoras.

SECCION 7.2 Si ocurriere un caso de incumplimiento, entonces la A.I.D. podrá,

(5) consult with A.I.D. on a regular basis to review progress towards achievement of the monetary, fiscal, and balance of payments objectives which this A.I.D. Program is designed to support as well as to discuss aspects of macroeconomic policy that relate to this assistance and to the objectives of the Caribbean Basin Initiative; and

(6) permit verification of compliance with the provisions of this Agreement by maintaining financial records in accordance with generally accepted accounting practices for a period of at least three years after the date of disbursement hereunder, and by making such records available for examination at reasonable times by authorized reapresentatives of A.I.D.

ARTICLE 7

Events of Default

SECTION 7.1 It will be an "event of default" if the Borrower shall have failed:

(A) to pay when due any interest or other installment of Principal required under this Agreement, or

(B) to comply with any other provision of this Agreement, or

(C) to pay when due any interest or installment of Principal or other payment required under any other Loan, Guaranty, or other Agreement, between the Borrower or any of its agencies and A.I.D. or any of its predecessor agencies.

SECTION 7.2. If an event of default shall have occured, then A.I.D. may, at

a su discreción, notificar al Prestatario que todo o cualquier parte del Capital insoluto bajo el Préstamo será vencido y pagadero sesenta (60) días a partir de esa fecha, y, a menos que tal caso de incumplimiento sea rectificado dentro de dicho período, tal Capital no amortizado y tales intereses acumulados con respecto a dicho Capital insoluto, será vencido y pagadero inmediatamente.

ARTICULO 8

Miscelâneo

SECCION 8.1. Comunicaciones. El Prestatario conviene en proporcionar a la A.I.D. información relacionada a las situacion económica y financiera de Honduras según sea necesario. Cualquier notificación, solicitud, documento u otra comunicación suministrada por cualquiera de las Partes a la otra bajo el presente Convenio se hará por escrito o por telegrama o cable, y se considerará como debidamente despachado o enviado cuando sea entregado a dicha Parte en la siguiente dirección:

Para el Prestatario:

Ministerio de Hacienda y
Crédito Público
Tegucigalpa, D.C.
Honduras, C.A.

Dirección alterna para cables:

HACIENDA
Tegucigalpa, Honduras

Para la A.I.D.

Agencia para el Desarrollo
Internacional (A.I.D.)
Rdo. Embajada Americana
Tegucigalpa, D.C.
Honduras, C. A.

ite discretion, give the Borrower notice that all or any part of the unpaid Principal under the Loan will be due and payable sixty (60) days thereafter, and, unless such event of default is cured within that time, such unrepaid Principal, and interest accrued with respect to such unpaid Principal, will be due and payable immediately.

ARTICLE 8

Miscellaneous

SECTION 8.1 Communications. The Borrower undertakes to provide to A.I.D. such information relating to the economic and financial situations of Honduras as may be necessary. Any notice, request, document or other communication submitted by either Party to the other under this Agreement will be in writing or by telegram or cable, and will be deemed duly given or sent when delivered to such Party at the following address:

To the Borrower:

Ministry of Finance and
Public Credit
Tegucigalpa, D.C.
Honduras, C.A.

Alternate address for cables:

HACIENDA
Tegucigalpa, Honduras

To A.I.D.:

Agency for International
Development (A.I.D.)
c/o American Embassy
Tegucigalpa, D.C.
Honduras, C.A.

Dirección alterna para cables

USAID/HONDURAS
AMEMBASSY
Tegucigalpa, Honduras

Todas las comunicaciones serán en inglés, a menos que las Partes convinieren de otra manera por escrito. Las direcciones anteriores podrán ser sustituidas por otras mediante notificación.

SECCION 8.2 Representantes. Para todos los propósitos relacionados con el presente Convenio, el Prestatario será representado por la persona que ocupe o esté encargada interinamente del Despacho del Ministro de Hacienda y Crédito Público, y la A.I.D. será representada por la persona que ocupe o esté encargada interinamente de la Oficina del Director de la Misión de la A.I.D. en la República de Honduras, quienes, mediante notificación escrita, podrá designar representantes adicionales. El Ministro de Hacienda y Crédito Público por este medio designa a la persona que ocupa o que está encargada interinamente del despacho del Presidente del Banco Central de Honduras como representante adicional para todos los propósitos, incluyendo la solicitud de adelantos y de desembolsos, y el recibo y administración de los mismos. Los nombres de los representantes del Prestatario, con muestras de firmas, serán suministrados a la A.I.D., la que podrá aceptar como debidamente autorizado cualquier instrumento firmado por tales representantes en la ejecución del presente Convenio, hasta que reciba notificación escrita de la revocación de su autoridad.

SECCION 8.3 Idioma del Convenio. Este Convenio está preparado en inglés y en español. En caso de ambigüedad o conflicto entre las dos versiones, prevalecerá la versión en el idioma inglés.

Alternative address for cables:

USAID/HONDURAS
AMEMBASSY
Tegucigalpa, Honduras

All such communications will be in English, unless the Parties otherwise agree in writing. Other addresses may be substituted for the above upon the giving of notice.

SECTION 8.2 Representatives. For all purposes relevant to this Agreement, the Borrower will be represented by the individual holding or acting in the office of the Minister of Finance and Public Credit and A.I.D. will be represented by the individual holding or acting in the office of the Mission Director, USAID/Honduras, each of whom, by written notice, may designate additional representatives. The Minister of Finance and Public Credit hereby designates the individual holding or acting in the office of the Presidency of the Central Bank of Honduras as an additional representative for all purposes, including the requesting of advances and disbursements, and the receipt and management thereof. The names of the representatives of the Borrower, with specimen signatures, will be provided to A.I.D., which may accept as duly authorized any instrument signed by such representatives in implementation of this Agreement, until receipt of written notice of revocation of their authority.

SECTION 8.3. Language of Agreement. This Agreement is prepared in both English and Spanish. In the event of ambiguity or conflict between the two versions, the English version will control.

EN FE DE LO CUAL, la República de Honduras y los Estados Unidos de América, cada cual actuando a través de sus representantes debidamente autorizados, celebran y entregan el presente Convenio en el día y año indicados a principios del mismo.

LA REPUBLICA DE HONDURAS

Dr. Roberto Suazo Córdova
Presidente de la República

Lic. Rodolfo Matamoros
Ministro de Hacienda y
Crédito Público por Ley

IN WITNESS WHEREOF, the Republic of Honduras and the United States of America, each acting through its duly authorized representatives, have caused this Agreement to be signed in their names and delivered as of the day and year first above written.

UNITED STATES OF AMERICA

John D. Negroponte
Ambassador

Anthony J. Gauterucci
Mission Director
USAID/HONDURAS

TIAS 10505

GPO: 1985 48-772 (12800)

11506

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10506

ECONOMIC ASSISTANCE

Safaga Grain Silos Complex

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Agreement Between the
UNITED STATES OF AMERICA
and EGYPT

Signed at Cairo September 25, 1982

S9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89-497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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Washington, D.C. 20402

EGYPT

Economic Assistance: Safaga Grain Silos Complex

Agreement signed at Cairo September 25, 1982;
Entered into force September 25, 1982.

A.I.D. Project No. 263-0165

PROJECT

GRANT AGREEMENT

BETWEEN

THE ARAB REPUBLIC OF EGYPT

AND THE

UNITED STATES OF AMERICA

FOR THE

SAFAGA GRAIN SILOS COMPLEX

Dated: September 25, 1982

TIAS 10506

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PROJECT DESCRIPTION		

[1] Not printed herein. For text, see TIAS 8830; 29 UST 501.

A.I.D. Project No. 263-0165

Project Grant Agreement

Dated September 25, 1982

Between

The Arab Republic of Egypt ("Grantee")

And

The United States of America, acting through the Agency for International Development ("A.I.D.").

Article 1: The Agreement

The purpose of this Agreement is to set out the understandings of the parties named above ("Parties"), with respect to the undertaking by the Grantee of the Project described below and with respect to the financing of the Project by the Parties.

Article 2: The Project

SECTION 2.1. Definition of Project. The Project, which is further described in Annex 1, will assist the Grantee to develop an efficient and economically-effective system for the receipt, storage and distribution of food grains. The Grant will finance the engineering and construction services, including equipment and materials, for a 100,000 metric-ton grain silo facility at Port Safaga, Egypt.

Annex 1, attached, amplifies the above definition of the Project. Within the limits of the above definition of the Project, elements of the

amplified description stated in Annex 1 may be changed by written agreement of the authorized representatives of the Parties named in Section 8.2., without formal amendment of this Agreement.

Article 3: Financing

SECTION 3.1. The Grant. To assist the Grantee to meet the costs of carrying out the Project, the United States Government, acting through A.I.D. pursuant to the Foreign Assistance Act of 1961, as amended,[1] agrees to grant to the Grantee under the terms of this Agreement not to exceed Eighty Million United States ("U.S.") Dollars ($80,000,000) ("Grant").

The Grant may be used to finance foreign exchange costs, as defined in Section 6.1, of goods and services required for the Project.

SECTION 3.2. Grantee Resources for the Project.

(a) The Grantee agrees to provide or cause to be provided for the Project all funds, in addition to the Grant, and all other resources required to carry out the Project effectively and in a timely manner.

(b) The resources provided by Grantee for the life of the Project will be Thirty Million Three Hundred Thousand Egyptian Pounds (LE 30,300,000), including costs borne on an "in-kind" basis.

SECTION 3.3. Project Assistance Completion Date.

(a) The "Project Assistance Completion Date" (PACD), which is December 31, 1986, or such other date as the Parties may agree to in

[1] 75 Stat. 424; 22 U.S.C. § 2151.

writing, is the date by which the Parties estimate that all services financed under the Grant will have been performed and all goods financed under the Grant will have been furnished for the Project as contemplated in this Agreement.

(b) Except as the Parties may otherwise agree in writing, A.I.D. will not issue or approve documentation which would authorize disbursement of the Grant for services performed subsequent to the PACD or for goods furnished for the Project, as contemplated in this Agreement, subsequent to the PACD.

(c) Requests for disbursement, accompanied by necessary supporting documentation prescribed in Project Implementation Letters are to be received by A.I.D. or any bank described in Section 7.1 no later than nine (9) months following the PACD, or such other period as A.I.D. agrees to in writing. After such period, A.I.D., giving notice in writing to the Grantee, may at any time or times reduce the amount of the Grant by all or any part thereof for which requests for disbursement, accompanied by necessary supporting documentation prescribed in Project Implementation Letters, were not received before the expiration of said period.

Article 4: Conditions Precedent to Disbursement.

SECTION 4.1. First Disbursement. Prior to any disbursement or to the issuance of any commitment documents under this Agreement, the Grantee shall, except as the Parties may otherwise agree in writing, furnish to A.I.D., in satisfactory form and substance:

(a) A legal opinion by the Grantee that this Agreement has been duly authorized and/or ratified by, and executed on behalf of, the Grantee, and that it constitutes a valid and legally binding obligation of the Grantee in accordance with all of its terms;

(b) A statement of the names and titles of the persons authorized pursuant to Section 8.2 to act as the representatives of the Grantee, together with a specimen signature of each person specified in such statement;

(c) Evidence that the Ministry of Supply has an engineering services contract with a U.S. firm; and

(d) A detailed implementation plan adequate to carry out the Project, including (i) the establishment of the Project Implementation Office and the appointment of the Project Manager and Construction Superintendent of the Grantee, and (ii) a clear delineation of the organizational structure, authority, responsibilities and relationships of all parties involved in the implementation of the Project.

SECTION 4.2. Additional Disbursements. Prior to any disbursement, or the issuance of any commitment documents under the Grant for the procurement of goods and services other than engineering services, the Grantee shall, except as the Parties may otherwise agree in writing, furnish to A.I.D. in satisfactory form and substance, evidence that the Ministry of Supply has entered into a turn-key type contract with a U.S. firm for the construction and procurement of commodities required for the Project.

SECTION 4.3. Notification. When the conditions precedent specified above have been met, A.I.D. will promptly notify the Grantee.

SECTION 4.4. Terminal Dates for Conditions Precedent. If all of the conditions specified in Section 4.1 have not been met within 120 days from the date of this Agreement, or such later date as the Parties may agree to in writing, A.I.D. may terminate this Agreement by written notice to Grantee.

If the condition specified in Section 4.2 has not been met within ten months from the date of this Agreement, or such later date as the Parties may agree to in writing, A.I.D. may cancel the then undisbursed balance of the Grant, to the extent not irrevocably committed to third parties, and may terminate this Agreement by written notice to the Grantee.

Article 5: Special Covenants.

SECTION 5.1. Project Evaluation. The Parties agree to establish an evaluation program as part of the Project. Except as the Parties otherwise agree in writing, the program will include, during the implementation of the Project and at one or more points thereafter:

(a) evaluation of progress toward attainment of the objectives of the Project;

(b) identification and evaluation of problem areas or constraints which may inhibit such attainment;

(c) assessment of how such information may be used to help overcome such problems; and

(d) evaluation, to the degree feasible, of the overall development impact of the Project.

SECTION 5.2. Project Implementation. Except as the Parties may otherwise agree in writing, the Grantee agrees that the Ministry of Supply will maintain a Project Implementation Office headed by a full-time Egyptian Project Manager vested with all authority necessary to carry out the Project.

SECTION 5.3. Decennial Liability. The Grantee agrees that contractors, architects, consultants, and subcontractors, regardless of nationality, working on this Project shall be exempted from the application of Articles 651 through 654 of the Egyptian Civil Code and from the application of Law 106 of 1976. This exemption does not relieve such contractors, architects, consultants or subcontractors of their respective contractual obligations which relate to their duty to exercise sound judgment, in accordance with the standards of their respective professions, to ensure the safety and fitness of the works for the purposes for which they are designed and erected.

SECTION 5.4. Grain Shipments. The Grantee agrees that ocean-freight tenders for grain shipments to Safaga will include U.S.

flag vessels as eligible ocean carriers. The Grantee also agrees that grain of U.S. origin may be delivered and off-loaded at Safaga.

Article 6: Procurement Source

SECTION 6.1. Foreign Exchange Costs. Disbursements pursuant to Section 7.1 will be used exclusively to finance the costs of goods and services required for the Project having their source and origin in the United States (Code 000 of the A.I.D. Geographic Code Book as in effect at the time orders are placed or contracts entered into for such goods or services) ("Foreign Exchange Costs"), except as the Parties may otherwise agree in writing, and except as provided in the Project Grant Standard Provisions Annex, Section C.1(b) with respect to marine insurance.

Article 7: Disbursement

SECTION 7.1. Disbursement for Foreign Exchange Costs.

(a) After satisfaction of conditions precedent, the Grantee may obtain disbursements of funds under the Grant for the Foreign Exchange Costs of goods or services required for the Project in accordance with the terms of this Agreement, by such of the following methods as may be mutually agreed upon:

(1) by submitting to A.I.D., with necessary supporting documentation as prescribed in Project Implementation Letters, (A) requests for reimbursement for such goods or services; or, (B) requests for A.I.D. to procure commodities or services on Grantee's behalf for the Project; or,

(2) by requesting A.I.D. to issue Letters of Commitment for specified amounts (A) to one or more U.S. banks, satisfactory to A.I.D., commiting A.I.D. to reimburse such bank or banks for payments made by them to contractors or suppliers, under Letters of Credit or otherwise, for such goods or services, or (B) directly to one or more contractors or suppliers, committing A.I.D. to pay such contractors or suppliers for such goods or services.

(b) Banking charges incurred by Grantee in connection with Letters of Commitment and Letters of Credit will be financed under the Grant unless Grantee instructs A.I.D. to the contrary. Such other charges as the Parties may agree to may also be financed under the Grant.

SECTION 7.2. Other Forms of Disbursement. Disbursement of the Grant may also be made through such other means as the Parties may agree to in writing.

Article 8: Miscellaneous

SECTION 8.1. Communications. Any notice, requests, document, or other communication submitted by either Party to the other under this Agreement will be in writing or by telegram or cable, and will be deemed duly given or sent when delivered to such party at the following addresses:

To the Grantee:

Ministry of Investment Affairs
and International Cooperation
8 Adly Street
Cairo, Egypt

To A.I.D.:

U.S.A.I.D.
U.S. Embassy
Cairo, Egypt

To the Implementing Organizations:

Ministry of Supply
99, Sharia Kasr El Aini
Cairo, Egypt

All such communications will be in English, unless the Parties otherwise agree in writing. Other addresses may be substituted for the above upon the giving of notice.

SECTION 8.2. Representatives. For all purposes relevant to this Agreement, the Grantee will be represented by the individual, holding or acting in the office of the Minister of Investment Affairs and International Cooperation, the Administrator of the Department for Economic Cooperation with U.S.A., or the Minister of Supply, and A.I.D. will be represented by the individual holding or acting in the office of Director, USAID, each of whom, by written notice, may designate additional representatives for all purposes other than exercising the power under Section 2.1 to revise elements of the amplified description in Annex 1. The names of the representatives of the Grantee, with

specimen signatures, will be provided to A.I.D., which may accept as duly authorized any instrument signed by such representatives in implementation of this Agreement, until receipt of written notice of revocation of their authority.

SECTION 8.3. Standard Provisions Annex. A "Project Grant Standard Provisions Annex" (Annex 2) is attached to and forms part of this Agreement.[1]

IN WITNESS WHEREOF, the Grantee and the United States of America, each acting through its duly authorized representative, have caused this Agreement to be signed in their names and delivered as of the day and year first above written.

ARAB REPUBLIC OF EGYPT

BY : _____

NAME : Prof. Dr. Wagih M. Shindy

TITLE: Minister of Investment Affairs and International Cooperation

BY : _____

NAME : Fouad Iskandar

TITLE: Administrator of the Department for Economic Cooperation with U.S.A.

UNITED STATES OF AMERICA

BY : _____

NAME : Alfred L. Atherton, Jr.

TITLE: American Ambassador

BY : _____

NAME : M.P.W. Stone

TITLE: Director, USAID/Cairo

[1] See footnote 1, p. 3.

Implementing Organization

In acknowledgement of the foregoing Agreement, the Representative of the Implementing Organization has subscribed his name:

MINISTRY OF SUPPLY AND DOMESTIC TRADE

BY : A. A. Nouh

NAME : Ahmed Ahmed Nouh

TITLE: Minister

Annex 1

PROJECT DESCRIPTION

1. General Description

The Project consists of the design, construction and supervision services relating to a 100,000 metric-ton grain silo storage and off-loading facility located at Safaga, Egypt. The facility will include pneumatic ship unloading equipment to unload and transfer bulk grain directly from grain cargo ships into the storage silos for short- and long-term storage or transfer from the port to Qena and other flour processing areas in Upper Egypt by using bulk grain rail and truck carriers. The Project will reduce losses of wheat resulting from off loading, surge and ground storage, and hand bagging operations, and it will effect savings in bagging operations by adding the capacity to handle wheat shipped in bulk. By expanding these capacities and the quay to enable two ships to be offloaded simultaneously, offloading time will be reduced, effecting savings in demurrage and grain handling costs. Equally important, the expanded storage facilities will enhance the ability of the Grantee to take advantage of world wheat market conditions and prices. The Project shall be carried out in accordance with Implementation Letters pursuant to Article A of Annex 2 and mutually agreed upon Memoranda of Understanding.

2. Implementation

The Ministry of Supply and the General Authority for Supply and Commodities will implement the Project on behalf of the Grantee. The Grantee will contract with U.S. firms for engineering, construction and other services required for the Project.

The Project will include the management, operation and maintenance of the plant. Because of the remote location of the Safaga complex, the Grantee recognizes the need to establish a Project Implementation Office headed by a full-time Project Manager supported by appropriate financial, engineering and administrative staff, with all authority necessary to implement the Project in accordance with the construction schedule. The Grantee also recognizes the need for a full-time Construction Superintendent and support staff at Safaga, reporting to the Project Manager, with authority necessary to implement the Project in accordance with the construction schedule. The Grantee will assign highly competent personnel to the plant.

The U.S. engineering firm will be vested with necessary authority to supervise, on behalf of the Grantee under the direction of the Construction Superintendent, construction works in accordance with both the Project design and construction schedule. Construction of the Project will be undertaken by a U.S. "whole-of-the-works" (or "turnkey") contractor which shall have sole responsibility for such work. The turnkey contractor shall have the right to select the local firms with which it subcontracts. The turnkey contractor will be required to establish a training program for key management personnel and for personnel who will be involved in the operation and maintenance of the facility. Most of the training will be done by in-country training programs, but some personnel may be trained in the United States.

Support facilities will be constructed for all Egyptian personnel involved in the construction and management of the Project to expedite start-up activities, enhance recruitment of an adequate labor force and facilitate timely implementation of the Project.

3. Illustrative Financial Plan

Table I provides a summary cost estimate for the Project. Changes may be made in the financial plan by written agreement of the representatives of the Parties identified in Section 8.2 without formal amendment of the Agreement, provided such changes do not cause (1) A.I.D.'s Grant contribution for the Project to exceed the amount set forth under Section 3.1 or (2) the Grantee's contribution for the Project to be less than the amount set forth under Section 3.2.

Project No. 263-0165

TABLE I

PROJECT FINANCIAL PLAN
(In Million of U.S. Dollars)

MAJOR PROJECT ELEMENTS	A.I.D. FX	GRANTEE LC*	TOTAL
Engineering Services Contract	4.0	1.0	5.0
Turnkey Contractor	68.0	32.3	100.3
Contingency	8.0	3.4	11.4
TOTAL	80.0	36.7	116.7

* Local currency is calculated at the rate of LE 0.83 = $1.00.
[Footnote in the original.]

GPO 1985 48-773 (12800)

10507

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10507

ECONOMIC ASSISTANCE

Production Credit

Agreement Between the
UNITED STATES OF AMERICA
and EGYPT

Signed at Cairo September 25, 1982

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NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89-497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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EGYPT

Economic Assistance: Production Credit

Agreement signed at Cairo September 25, 1982;
Entered into force September 25, 1982.

A.I.D. Project No. 263-0147

PROJECT
GRANT AGREEMENT
BETWEEN
THE ARAB REPUBLIC OF EGYPT
AND THE
UNITED STATES OF AMERICA
FOR
PRODUCTION CREDIT

Dated: September 25, 1982

TIAS 10507

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Annex 1

PROJECT DESCRIPTION

[1] Not printed herein. For text, see TIAS 8830; 29 UST 501.

A.I.D. Project No. 263-0147

Project Grant Agreement

Dated September 25, 1982

Between

The Arab Republic of Egypt ("Grantee")

And

The United States of America, acting through the Agency for International Development ("A.I.D.").

Article 1: The Agreement

The purpose of this Agreement is to set out the understandings of the parties named above ("Parties"), with respect to the undertaking by the Grantee of the Project described below and with respect to the financing of the Project by the Parties.

Article 2: The Project

SECTION 2.1. Definition of Project. The Project, which is further described in Annex 1, will assist the Grantee to expand the flow of credit to private productive sector enterprises in Egypt, through public and private sector banks as determined by the Grantee.

Annex 1, attached, amplifies the above definition of the Project. Within the limits of the above definition of the Project, elements of the amplified description stated in Annex 1 may be changed by written agreement of the authorized representatives of the Parties named in Section 9.2., without formal amendment of this Agreement.

Article 3: Financing

SECTION 3.1. The Grant. To assist the Grantee to meet the costs of carrying out the Project, the United States Government acting through A.I.D., pursuant to the Foreign Assistance Act of 1961, as amended,[1] agrees to grant the Grantee under the terms of this Agreement an amount not to exceed Sixty-eight Million United States ("U.S.") Dollars ($68,000,000) ("Grant").

The Grant may be used to finance Foreign Exchange Costs, as defined in Section 7.1, and Local Currency Costs, as defined in Section 7.2, of goods and services required for the Project, except that, unless the parties otherwise agree in writing, Local Currency Costs financed under the Grant will not exceed the equivalent of Five Hundred Thousand U.S. Dollars ($500,000).

SECTION 3.2. Project Assistance Completion Date.

(a) The "Project Assistance Completion Date" (PACD), which is March 31, 1985, or such other date as the Parties may agree to in writing, is the date by which the Parties estimate that all services financed under the Grant will have been performed and all goods financed under the Grant will have been furnished for the Project as contemplated in this Agreement.

(b) Except as the Parties may otherwise agree in writing, A.I.D. will not issue or approve documentation which would authorize disbursement of the Grant for services performed subsequent to the PACD

[1] 75 Stat. 424; 22 U.S.C. § 2151.

or for goods furnished for the Project, as contemplated in this Agreement, subsequent to the PACD.

(c) Requests for disbursement, accompanied by necessary supporting documentation prescribed in Project Implementation Letters are to be received by A.I.D. or any bank described in Section 8.1 no later than nine (9) months following the PACD, or such other period as the Parties may agree to in writing. After such period, A.I.D., giving notice in writing to the Grantee, may at any time or times reduce the amount of the Grant by all or any part thereof for which requests for disbursement, accompanied by necessary supporting documentation prescribed in Project Implementation Letters, were not received before the expiration of said period.

Article 4: Conditions Precedent to Disbursement.

SECTION 4.1. General. Prior to any disbursment or to the issuance of any commitment documents under this Agreement, the Grantee shall, except as the Parties may otherwise agree in writing, furnish to A.I.D., in satisfactory form and substance:

(a) A statement of the names of the persons authorized pursuant to Section 9.2 to act as the representatives of the Grantee, together with a specimen signature of each person specified in such statement; and

(b) Evidence of formal establishment by the Ministry of Investment Affairs and International Cooperation of a permanent private sector policy steering committee.

SECTION 4.2. Disbursement for Short-Term Credit. Prior to any disbursement, or the issuance of any commitment documents under this Agreement for the Short-Term Credit Activity, the Grantee shall issue an official document, to be made available to all potentially eligible banks and borrowers, which describes the agreed terms and conditions governing the use of Project funds for Short-Term Credit.

SECTION 4.3. Disbursement for Training, Technical Cooperation and Studies. Prior to any disbursement, or the issuance of any commitment documents under this Agreement for the Training, Technical Cooperation and Studies Activity, the Grantee shall, except as the Parties may otherwise agree in writing, establish an implementation plan in necessary and sufficient detail to effect the program.

SECTION 4.4. Notification. When the conditions precedent specified above have been met, A.I.D. will promptly notify the Grantee.

SECTION 4.5. Terminal Dates for Conditions Precedent. If all of the conditions specified in Section 4.1 have not been met within 90 days from the date of this Agreement, or such later date as the Parties may agree to in writing, A.I.D. may terminate this Agreement by written notice to Grantee.

If all of the conditions specified in Sections 4.2 and 4.3 have not been met within 180 days from the date of this Agreement, or such

later date as the Parties may otherwise agree to in writing, A.I.D. may cancel the then undisbursed balance of the Grant, to the extent not irrevocably committed to third parties, and may terminate this Agreement by written notice to the Grantee.

Article 5: Special Covenants.

SECTION 5.1. Periodic Discussions. The Grantee, through the Private Sector Steering Committee, shall undertake periodic discussions with A.I.D., on ways to develop increased policy and programmatic support to the private sector.

SECTION 5.2. Special Account.

(a) Grantee will deposit in the existing Special Account established under the Commodity Import Program currency of the Government of the Arab Republic of Egypt in amounts equal to proceeds accruing to the Grantee or any authorized agency thereof as a result of the sale or importation of the Commodities financed under the Short-Term Credit Activity. Funds in the Special Account may be used for such purposes as are mutually agreed upon by A.I.D. and the Grantee and as otherwise specified in this Agreement, provided that such portion of the funds in the Special Account as may be designated by agreement of both Parties shall be made available to A.I.D. to meet its requirements.

(b) Deposits to the Special Account shall become due and payable quarterly upon advice from A.I.D. as to disbursements made under the Agreement. Grantee shall make such deposits at the highest rate of

exchange prevailing and declared for foreign exchange currency by the competent authorities of the Arab Republic of Egypt.

(c) Any unencumbered balances of funds which remain in the Special Account upon termination of assistance shall be disbursed for such purposes as may, subject to applicable law, be agreed upon by the Parties.

SECTION 5.3. Covenant Applicable to the Training, Technical Cooperation and Studies Activity. The Grantee shall emphasize proposals which are supportive of private sector development and which improve the skill level of private banking and other institutions.

SECTION 5.4. Project Evaluation. The Parties agree to establish an evaluation program as part of the Project. Except as the Parties otherwise agree in writing, the program will include, during the implementation of the Project and at one or more points thereafter:

(a) evaluation of progress toward attainment of the objectives of the Project;

(b) identification and evaluation of problem areas or constraints which may inhibit such attainment;

(c) assessment of how such information may be used to help overcome such problems; and

(d) evaluation, to the degree feasible, of the overall development impact of the Project.

Article 6: Procurement, Eligibility, and Utilization of Commodities Under the Short-Term Credit Activity.

SECTION 6.1. A.I.D. Regulation 1. The procurement, eligibility and utilization of commodities and commodity-related services financed under the Short-Term Credit Activity are subject to the terms and conditions of A.I.D. Regulation 1 as from time to time amended and in effect, except as the Parties may otherwise specify in writing. If any provision of A.I.D. Regulation 1 is inconsistent with a provision of this Agreement, the provision of this Agreement shall govern, unless the Parties otherwise agree in writing.

SECTION 6.2. Shipping. For the purpose of meeting shipping requirements in Section C.6 of the Project Grant Standard Provisions Annex (Annex 2), the percentage of goods and commodities shipped on foreign flag vessels will be computed in conjunction with A.I.D. Loan Agreement No. 263-K-052[1] and compliance determined accordingly. This Grant Agreement and Loan Agreement No. 263-K-052 are tied for cargo perference compliance purposes only.

Article 7: Source and Origin.

SECTION 7.1. Foreign Exchange Costs. Disbursements pursuant to Section 8.1 will be used exclusively to finance the costs of commodities, goods and services required for the Project having their source and origin in the United States (Code 000 of the A.I.D. Geographic Code Book as in effect at the time orders are placed or contracts entered into for

[1] TIAS 9582; 30 UST 7247.

such goods or services) ("Foreign Exchange Costs"), except as A.I.D. may otherwise agree in writing, and except as provided in the Project Grant Standard Provisions Annex, Section C.1(b) with respect to marine insurance.

SECTION 7.2. Local Currency Costs. Disbursements pursuant to Section 8.2. will be used exclusively to finance the costs of goods and services required for the Project having their source and, except as the Parties may otherwise agree in writing, their origin in Egypt ("Local Currency Costs").

Article 8: Disbursement

SECTION 8.1. Disbursement for Foreign Exchange Costs.

(a) After satisfaction of conditions precedent, the Grantee may obtain disbursements of funds under the Grant for the Foreign Exchange Costs of goods or services required for the Project in accordance with the terms of this Agreement, by such of the following methods as may be mutually agreed upon:

(1) by submitting documentation required by A.I.D. Regulation 1; or

(2) by submitting to A.I.D., with necessary supporting documentation as prescribed in Project Implementation Letters, (A) requests for reimbursement for such goods or services, or, (B) requests for A.I.D. to procure commodities or services on Grantee's behalf for the Project; or,

(3) by requesting A.I.D. to issue Letters of Commitment for specified amounts (A) to one or more U.S. banks, satisfactory to A.I.D., committing A.I.D. to reimburse such bank or banks for payments made by them to contractors or suppliers, under Letters of Credit or otherwise, for such goods or services, or (B) directly to one or more contractors or suppliers, committing A.I.D. to pay such contractors or suppliers for such goods or services.

(b) Banking charges incurred by Grantee in connection with Letters of Commitment and Letters of Credit will be financed under the Grant unless Grantee instructs A.I.D. to the contrary. Such other charges as the Parties may agree to may also be financed under the Grant.

SECTION 8.2 Disbursement for Local Currency Costs.

(a) After satisfaction of conditions precedent, the Grantee may obtain disbursements of funds under the Grant for Local Currency Costs required for the Project in accordance with the terms of this Agreement, by submitting to A.I.D., with necessary supporting documentation as prescribed in Project Implementation Letters, requests to finance such costs.

(b) The local currency needed for such disbursements may be obtained by acquisition by A.I.D. with U.S. dollars by purchase. The U.S. dollar equivalent of the local currency made available hereunder will be the amount of U.S. dollars required by A.I.D. to obtain the local currency.

SECTION 8.3. Other Forms of Disbursement. Disbursements of the Grant may also be made through such other means as the Parties may agree to in writing.

SECTION 8.4. Rate of Exchange. Except as may be more specifically provided under Section 7.2, if funds provided under the Grant are introduced into Egypt by A.I.D. or any public or private agency for purposes of carrying out obligations of A.I.D. hereunder, the Parties will make such arrangements as may be necessary so that funds may be converted into currency of the Arab Republic of Egypt at the highest rate of exchange prevailing and declared for foreign exchange currency by the competent authorities of the Arab Republic of Egypt.

SECTION 8.5. Date of Disbursement. Disbursement by A.I.D. shall be deemed to occur on the date of which A.I.D. makes a disbursement to the Grantee, or its designee, or to a bank, contractor or supplier pursuant to a Letter of Commitment or other form of disbursement authorization.

Article 9: Miscellaneous

SECTION 9.1. Communications. Any notice, requests, document, or other communication submitted by either Party to the other under this Agreement will be in writing or by telegram or cable, and will be deemed

duly given or sent when delivered to such party at the following addresses:

To the Grantee:

Ministry of Investment Affairs and
International Cooperation
Department of Economic Cooperation
with U.S.A.
8 Adly Street
Cairo, Egypt

To A.I.D.:

A.I.D.
U.S. Embassy
Cairo, Egypt

All such communications will be in English, unless the Parties otherwise agree in writing. Other addresses may be substituted for the above upon the giving of notice.

SECTION 9.2. Representatives. For all purposes relevant to this Agreement, the Grantee will be represented by the individual, holding, or acting in the office of the Minister of Investment Affairs and International Cooperation or the Administrator for the Department for Economic Cooperation with U.S.A., and A.I.D. will be represented by the individual holding or acting in the office of Director, USAID, each of whom, by written notice, may designate additional representatives for all purposes other than exercising the power under Section 2.1 to revise elements of the amplified description in Annex 1. The names of the representatives of the Grantee, with specimen signatures, will be

provided to A.I.D., which may accept as duly authorized any instrument signed by such representatives in implementation of this Agreement, until receipt of written notice of revocation of their authority.

SECTION 9.3. Standard Provisions Annex. A "Project Grant Standard Provisions Annex" (Annex 2) is attached to and forms part of this Agreement.[1]

IN WITNESS WHEREOF, the Grantee and the United States of America, each acting through its duly authorized representative, have caused this Agreement to be signed in their names and delivered as of the day and year first above written.

ARAB REPUBLIC OF EGYPT

BY :

NAME : Prof. Dr. Wagih Shindy

TITLE: Minister for Investment Affairs and International Cooperation

BY :

NAME : Fouad Iskandar

TITLE: Administrator for the Department for Economic Cooperation with U.S.A.

UNITED STATES OF AMERICA

BY :

NAME : Alfred L. Atherton, Jr.

TITLE: American Ambassador

BY :

NAME : M. P. W. Stone

TITLE: Director, USAID/Cairo

[1] See footnote 1, p. 4.

ANNEX 1

PROJECT DESCRIPTION

The Project will expand the flow of credit to Egypt's private sector by providing funds for on-lending through a broad range of Egyptian public and private banks. The project is designed to establish a framework for provision of a broad range of U.S. financial support to the Egyptian private sector starting in Fiscal Year 1982 and continuing through subsequent fiscal years. In addition to credit assistance, the project incorporates features designed to involve the Government of Egypt in private sector programming.

Public and private banks will be the implementing entities. Project funds will be made available to such institutions, through official Government of Egypt circulars defining the terms and conditions of the program in detail. Different Egyptian financial institutions will be encouraged to participate in channeling funds to the private sector. Such terms and conditions will be jointly reviewed and developed by the Government of Egypt and AID to reflect changing conditions.

A Private Sector Steering Committee (Committee) will play a major role. The Committee will engage in regular discussions with USAID on credit and conditions for Egypt's private sector and undertake broad implementation responsibilities. The Committee will undertake both advisory and executive functions. In addition, representatives of AID may be asked to participate with the Committee as it considers the implementation of the Project. The Committee will serve as the central coordination point for all components and, in effect, will represent the Government of Egypt in project-related matters.

The project includes two components for Fiscal Year 1982 obligation:

(1) Short-Term Credit Activity for imports; and

(2) Technical Cooperation, Training, and Studies

1. Short-Term Credit Activity: Short-Term Credit funds will be made available to participating banks on a transaction-by-transaction basis. Terms and conditions for credit use will be set forth in an official Government of Egypt circular to be made available to all participating banks for distribution to all potential eligible importers.

2. Training, Technical Cooperation, and Studies Activity

Technical cooperation and training will be made available to meet specifi
needs identified by the Committee. Activities will be designed to improv
a variety of banking skills, including staff project appraisal capabilit
and institutional capacity to review, approve and monitor transactions u
sub-loans which may be financed under this program. In addition, funds
will be made available for studies related to credit and the developmen
of new financial instruments for the Egyptian banking system.

Attachment 1

FINANCIAL PLAN
(US $ 000)

Sub-Component		AID (FX + LC)	TOTAL (FX + LC)
I.	Short-Term Credit	$67,000	$67,000
II.	Technical Cooperation, Training and Studies	$1,000	$1,000
	Project Totals	$68,000	$68,000

FX - Foreign Exchange
LC - Local Currency

GPO 1985 48-774 (12800)

10508

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10508

AGRICULTURE

Science and Technology

Memorandum of Understanding
Between the
UNITED STATES OF AMERICA
and FRANCE

Signed at Washington March 15, 1982

S 9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89-497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

For sale by the Superintendent of Documents, U.S. Government Printing Office
Washington, D.C. 20402

FRANCE

Agriculture: Science and Technology

Memorandum of understanding signed at Washington March 15, 1982;
Entered into force March 15, 1982.

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE DEPARTMENT OF AGRICULTURE OF THE UNITED STATES OF AMERICA
AND
THE NATIONAL INSTITUTE FOR AGRONOMIC RESEARCH
ON
COOPERATION IN AGRICULTURAL SCIENCE AND TECHNOLOGY

Preamble

The Department of Agriculture of the United States of America and the National Institute for Agronomic Research (hereinafter referred to as the Parties) hereby affirm their mutual interest and desire to collaborate in developing programs and exchanges in the field of Agricultural Science and Technology, and express their intention to explore joint activities which will lead to a broadening of cooperation in this field.

Activities conducted pursuant to this Memorandum will be determined after consultations between representatives of the Parties, and will be implemented by mutual agreement in conformity with the laws and agricultural policies of both countries.

Article I

Cooperation may be developed in areas of agricultural science and technology in which there is mutual interest, as may be determined and agreed upon by the Parties.

Article II

Cooperation under this Memorandum may be affected through the following means:

1. Exchange of materials and information;
2. Exchange of scientists, specialists, and researchers;
3. Exchange of plant germplasm, seeds, and other living material;
4. Organization of joint seminars, workshops, and conferences;
5. Development of joint research and exchange of results between scientific research institutions and organizations;
6. Other forms of cooperation as may be agreed upon by the Parties.

Article III

For implementation of this Memorandum, a Joint Working Group will be established to provide guidance, to review the progress of activities, and to facilitate expansion of cooperation. The Working Group will meet once a year, alternately in the United States and France, unless otherwise agreed by the Parties.

Article IV

In order to generate broad interest and increased activities, the Parties shall encourage the involvement of other interested government agencies, the scientific, academic and business communities of both countries, and interested third countries. The Parties will encourage and facilitate contacts between appropriate institutions and specialists, and work toward long-term cooperation in programs of research, extension and training.

Article V

Results of research carried out under this Memorandum shall be made available to the world scientific community unless otherwise agreed by the Parties. Treatment of intellectual property and licenses will be mutually agreed upon by the Parties under the terms of the Memorandum of Understanding.

Article VI

The designated Executive Agents for coordination and implementation of this Memorandum are the Office of International Cooperation and Development of the Department of Agriculture for the United States and the National Institute for Agronomic Research for France.

Article VII

Each Party will bear the cost of its participation and personnel in cooperative activities unless the Parties agree on other arrangements. Activities pursuant to this Memorandum are subject to availability of funds and personnel, and to the laws and regulations of each country.

Article VIII

This Memorandum shall enter into force upon signature and shall remain in force for five years. It may be modified or extended by the written agreement of the Parties and may be terminated at any time by either Party upon six months' written notice. In the event of termination of this Memorandum, arrangements shall be made for completion of activities already under way.

Article IX

Nothing in this Memorandum shall be interpreted to prejudice or modify existing understandings or agreements between the Parties.

Signed in Washington, D.C. this 15th day of March 1982, in duplicate in the English and French languages, both texts equally authentic.

For the Department of Agriculture of the United States of America

[1]

For the National Institute for Agronomic Research of France

[2]

[1] Joan S. Wallace.
[2] Jacques Poly.

PROTOCOLE D'ACCORD

DE COOPÉRATION EN RECHERCHE ET TECHNOLOGIE AGRICOLES

ENTRE

LE MINISTERE DE L'AGRICULTURE DES ETATS-UNIS

ET

INSTITUT NATIONAL DE LA RECHERCHE AGRONOMIQUE DE FRANCE.

PREAMBULE

Le Ministère de l'Agriculture des Etats-Unis d'Amérique et l'Institut National de la Recherche Agronomique de France (auxquels il sera fait référence ci-après comme "les Parties") affirment par le présent protocole leur désir et leur intérêt mutuel de collaborer pour la mise en oeuvre de programmes de recherche et d'échanges dans le domaine de la Recherche et de la Technologie agricoles et ils manifestent leur intention de rechercher des actions en commun susceptibles d'engendrer un élargissement de la coopération dans ce domaine.

Les actions menées conformément à ce protocole seront définies après délibération entre représentants des Parties et seront mises en oeuvre par consentement mutuel en conformité avec les législations et les politiques agricoles des deux pays.

ARTICLE I

La coopération peut se développer dans les domaines d'intérêt mutuel de la recherche et de la technologie agricoles, ainsi que les Parties pourront en décider et en convenir.

ARTICLE II

La coopération afférente à ce protocole pourra être réalisée suivant les modalités suivantes :

1. Echange de matériel et d'informations ;
2. Echange de personnel scientifique, de spécialistes et de chercheurs
3. Echange de matériel génétique végétal (germplasms), de semences et d'autre matériel vivant ;
4. Organisation de séminaires communs, de colloques et de congrès ;
5. Mise en oeuvre de recherches en commun et d'échanges de résultats entre instituts et organismes de recherche scientifique ;
6. Autres procédures de coopération dont les Parties auront convenu.

ARTICLE III

Pour la mise en oeuvre de ce protocole, un groupe de travail commun sera constitué pour fournir des recommandations, pour passer en revue l'avancement des travaux et pour favoriser le développement de la coopération. Le groupe de travail se réunira une fois par an, alternativement aux Etats-Unis et en France, sauf si les Parties en conviennent différemment.

ARTICLE IV

Afin d'élargir le champ d'intérêt et d'accroître les activités, les Parties encourageront la participation d'autres organismes gouvernementaux intéressés, des communautés scientifiques, universitaires et commerciales des deux pays ainsi que des pays tiers intéressés. Les Parties encourageront et faciliteront les contacts entre organismes et spécialistes concernés et oeuvreront en faveur d'une coopération à long terme dans des programmes de recherche, de développement et de formation.

ARTICLE V

Les résultats des recherches réalisées grâce à ce protocole seront accessibles à la communauté scientifique mondiale, sauf au cas où les parties en décideraient autrement. Le mode d'exploitation de la propriété intellectuelle et des licences sera fixé par les Parties, d'un commun accord, selon les termes du protocole d'accord.

ARTICLE VI

Les organismes désignés pour réaliser la coordination et la mise en oeuvre de cet accord sont le Bureau de Coopération Internationale et de Développement du Ministère de l'Agriculture des Etats-Unis et l'Institut National de la Recherche Agronomique de France.

ARTICLE VII

Chaque partie assumera le financement des activités en coopération ainsi que la mise à disposition de personnel sauf si les parties conviennent d'autres procédures. Les actions afférentes à ce protocole d'accord sont dépendantes de la disponibilité de crédits et de personnel, ainsi que des lois et réglementations de chaque pays.

ARTICLE VIII

Ce protocole entrera en vigueur dès sa signature et demeurera valable pour une durée de cinq années. Il peut être modifié ou élargi sur consensus écrit des Parties et peut prendre fin à tout moment à la demande de l'une des Parties sur préavis écrit de six mois.

En cas de résiliation de ce protocole, des mesures devront être prises pour que les actions déjà en cours soient menées à leur terme.

ARTICLE IX

Il ne doit être tiré argument d'aucune disposition de ce protocole pour porter préjudice à des arrangements ou des conventions

existant entre les Parties ou les modifier.

Signé à Washington, D.C. le 15 jour de mars 1982

en double exemplaire en langue française et anglaise, chaque version étant également digne de foi.

Pour le Ministère
de l'Agriculture
des Etats-Unis.

Pour l'Institut National
de la Recherche Agronomique
de France.

GPO 1985 48-775 (12800)

10509

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10509

PEACEKEEPING

Multinational Force

Agreement Between the
UNITED STATES OF AMERICA
and LEBANON

Effected by Exchange of Notes
Signed at Beirut September 25, 1982

S9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89-497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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Washington, D.C. 20402

LEBANON

Peacekeeping: Multinational Force

Agreement effected by exchange of notes
Signed at Beirut September 25, 1982;
Entered into force September 25, 1982.

The Lebanese Deputy Prime Minister and Minister of Foreign Affairs to the American Ambassador

REPUBLIQUE LIBANAISE
MINISTERE DES AFFAIRES ETRANGERES
ET DES LIBANAIS D'OUTRE-MER

LE MINISTRE

Beirut the 25th of September 1982,

Your Excellency,

I have the honor to refer to the urgent discussions between representatives of our two governments concerning the recent tragic events which have occurred in the Beirut area, and to consultations between my government and the Secretary General of the United Nations pursuant to United Nations Security Council Resolution 521.[1] On behalf of the Republic of Lebanon, I wish to inform Your Excellency's Government of the determination of the Government of Lebanon to restore its sovereignty and authority over the Beirut area and thereby to assure the safety of persons in the area and bring an end to violence that has recurred. To this end, Israeli forces will withdraw from the Beirut area.

In its consultations with the Secretary General, the Government of Lebanon has noted that the urgency of the situation requires immediate action, and the Government of Lebanon, therefore, is,in conformity with the objectives in U.N. Security Council Resolution 521, proposing to several nations that they contribute forces to serve as a temporary Multinational Force (MNF) in the Beirut area.[2] The mandate of the MNF will be to provide an interposition force at agreed locations and thereby provide the Multinational presence requested by the Lebanese Government to assist it and the Lebanese Armed Forces (LAF) in the Beirut area. This presence will facilitate the restoration of Lebanese Government sovereignty and authority over the Beirut area, and thereby further efforts of my government to assure the safety of persons

[1] Adopted Sept. 19, 1982.
[2] For exchange of notes of Aug. 18 and 20, 1982 on U.S. participation in a Multinational Force, see TIAS 10463.

in the area and bring to an end the violence which has tragically recurred. The MNF may undertake other functions only by mutual agreement.

In the foregoing context, I have the honor to propose that the United States of America deploy a force of approximately 1200 personnel to Beirut, subject to the following terms and conditions:

-- The American military force shall carry out appropriate activities consistent with the mandate of the MNF.

-- Command authority over the American Force will be exercised exclusively by the United States Government through existing American military channels.

-- The LAF and MNF will form a liaison and coordination Committee, composed of representatives of the MNF participating governments and chaired by the representatives of my Government. The Liaison and Coordination Committee will have two essential components: (A) Supervisory liaison; and (B) Military and technical liaison and coordination.

-- The American Force will operate in close coordination with the LAF. To assure effective coordination with the LAF, the American Force will assign liaison officers to the LAF and the Government of Lebanon will assign liaison officers to the American Force. The LAF liaison officers to the American Force will, inter alia, perform liaison with the civilian population and with the U.N. observers and manifest the authority of the Lebanese Government in all appropriate situations. The American Force will provide security for LAF personnel operating with the U.S. contingent.

-- In carrying out its mission, the American Force will not engage in combat. It may , however, exercise the right of self-defense.

-- It is understood that the presence of the American Force will be needed only for a limited period to meet the urgent requirements posed by the current situation. The MNF contributors

and the Government of Lebanon will consult fully concerning the duration of the MNF presence. Arrangements for the departure of the MNF will be the subject of special consultations between the Government of Lebanon and the MNF participating governments. The American Force will depart Lebanon upon any request of the President of Lebanon or upon the decision of the President of the United States.

-- The Government of Lebanon and the LAF will take all measures necessary to ensure the protection of the American Force's personnel, to include securing assurances from all armed elements not now under the authority of the Lebanese Government that they will refrain from hostilities and not interfere with any activities of the MNF.

-- The American Force will enjoy both the degree of freedom and movement and the right to undertake those activities deemed necessary for the performance of its mission for the support of its personnel. Accordingly, it shall enjoy the privileges and immunities accorded the administrative and technical staff of the American Embassy in Beirut, and shall be exempt from immigration and customs requirements, and restrictions on entering or departing Lebanon. Personnel, property and equipment of the American Force introduced into Lebanon shall be exempt from any form of tax, duty, charge or levy.

I have the further honor to propose, if the foregoing is acceptable to Your Excellency's Government, that Your Excellency's reply to that effect, together with this Note, shall constitute an agreement between our two governments.

Please accept, Your Excellency, the assurances of my highest consideration.

Fouad Boutros

Deputy-Prime Minister
Minister of Foreign Affairs

His Excellency
Mr. Robert Dillon
Ambassador of the United States

Beirut

The American Ambassador to the Lebanese Deputy Prime Minister and Minister of Foreign Affairs

No. 100 Beirut, September 25, 1982

Your Excellency:

I have the honor to refer to Your Excellency's note of 25 September 1982 requesting the deployment of an American Force to the Beirut area. I am pleased to inform you on behalf of my Government that the United States is prepared to deploy temporarily a force of approximately 1200 personnel as part of a Multinational Force (MNF) to establish an environment which will permit the Lebanese Armed Forces (LAF) to carry out their responsibilities in the Beirut area. It is understood that the presence of such an American Force will facilitate the restoration of Lebanese Government sovereignty and authority over the Beirut area, an objective which is fully shared by my Government, and thereby further efforts of the Government of Lebanon to assure the safety of persons in the area and bring to an end the violence which has tragically recurred.

His Excellency
Fouad Butrus,
Deputy Prime Minister and
Minister of Foreign Affairs,
Beirut.

I have the further honor to inform Your Excellency that my Government accepts the terms and conditions concerning the presence of the American Force in the Beirut area as set forth in your note, and that Your Excellency's note and this reply accordingly constitute an agreement between our two Governments.

[1]

[1] Robert Dillon.

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ATOMIC ENERGY

Loss of Fluid Test (LOFT) and Power Burst Facility (PBF) Programs

Agreement Between the
UNITED STATES OF AMERICA
and AUSTRIA

Extending the Agreement of
February 25 and March 3, 1977,
as Extended

Effected by Exchange of Telex and Letter
Dated at Vienna and Washington March 2
and September 9, 1982

S9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89-497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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AUSTRIA

Atomic Energy: Loss of Fluid Test (LOFT) (PBF) and Power Burst Facility Programs

Agreement extending the agreement of February 25 and March 3, 1977, as extended.
Effected by exchange of telex and letter
Dated at Washington March 2 and September 9, 1982;
Entered into force September 9, 1982;
Effective March 3, 1982.

READEX MICRO best copy available

The Deputy Managing Director, Oesterreichische Studiengesellschaft Für Atomenergie, to the Director for Research, United States Nuclear Regulatory Commission

TELEX March 2, 1982

Dr. Robert Minogue
Director
Office of Nuclear Regulatory Research
United States Nuclear Regulatory Commission

Dear Dr. Minogue:

Thank you very much for your letter dated January 14, 1982,[1] received February 3, 1982.

OEFZS is eager to continue LOFT[2] collaboration until the middle of 1983, or longer, if LOFT is continued. The same holds for PBF[3] or its following project. Therefore we are sending USNRC deposit of US $30,000 as part of our contribution to LOFT agreement. The Austrian Chancellor Dr. Kreisky in principal favours our participation in the international projects in reactor safety research, so the request of funding further participation in LOFT and PBF has been submitted to his office and is being processed now. We kindly ask you to extend further participation in both projects until further clarification has been achieved. I understand we will meet soon in Paris for discussions of LOFT. I am looking forward to negotiations with you on the conclusion of new agreements.

Yours Sincerely

Walter Binner

---

[1] Not printed.
[2] TIAS 8686, 10135, 10510; 28 UST 6733; 33 UST.
[3] TIAS 8685, 10135, 10510; 28 UST 6721; 33 UST.

The Director for Operations, United States Nuclear Regulatory Commission, to the Deputy Managing Director, Oesterreichische Studiengesellschaft Für Atomenergie

UNITED STATES
NUCLEAR REGULATORY COMMISSION
WASHINGTON, D. C. 20555

SEP 0 9 1982

Mr. Walter Binner
Institut fur Reaktor Sicherheit
Osterreichisches Forschungszentrum
Seibersdorf Ges.m.b.H
Lenaugasse 10, A-1082 WIEN
Austria

Dear Mr. Binner:

I am pleased to refer to your telex of March 2, 1982, proposing an extension of the Loss of Fluid Test (LOFT) and Power Burst Facility (PBF) research participation and technical exchange agreements between the Osterreichisches Forschungszentrum Seibersdorf Ges.m.b.H (OFZS) and the U.S. Nuclear Regulatory Commission (NRC).

The NRC agrees with OFZS regarding the general desirability of an extension of the above-mentioned agreements and is pleased to extend our LOFT agreement for a period of 12 months, ending March 3, 1983.

The 30 thousand dollars referred to in your telex as partial payment towards the LOFT program has now been received and I thank you for this. Unfortunately, we continue to face the funding problem described to you in Mr. Minogue's letter of January 14, 1982. We respectfully request, therefore, that you endeavor to complete this year's payment of $75,000.

As for the PBF agreement, this facility effort has been restructured and it is now an integral part of the overall Fuel Behavior Branch Severe Fuel Damage program, which also includes in-reactor tests in the Annular Core Research Reactor (ACRR) and probably NRU, or out-of-reactor tests, and modeling and computer code development.

Based on weighted Gross National Product (GNP), the cost to Austria for participation in this program would be an additional 150 thousand dollars to match the contributions from other countries. Mr. Silberberg, NRC, Office of Nuclear Regulatory Research, discussed this with Dr. Sdouz of your organization at the Halden meeting in Finland this past June. If you are interested in participating in this overall program, please contact Mr. Mel Silberberg ((301) 427-4266) to discuss program details.

Thank you for your cooperation in these matters and be assured of my interest in our continuing relationship.

Sincerely,

William J. Dircks

William J. Dircks
Executive Director for Operations

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PARCEL POST

Agreement, With Details of Implementation, Between the UNITED STATES OF AMERICA and BELIZE

Signed at Belize City and Washington
September 14 and 28, 1982

S9. 10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89-497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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BELIZE

Parcel Post

Agreement, with details of implementation, signed at Belize City and Washington September 14 and 28, 1982;
Approved and ratified by the President of the United States of America December 31, 1982;
Entered into force January 1, 1983.

PARCEL POST AGREEMENT

BETWEEN

THE UNITED STATES POSTAL SERVICE

AND

THE POSTAL ADMINISTRATION OF BELIZE

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The undersigned, by virtue of the authority vested in them, have concluded the following Agreement which governs the exchange of parcels between the United States of America and Belize including any areas for which the postal administrations of these countries exercise parcel post responsibilities:

Article 1. Definitions

The following terms shall have the indicated meanings in this Agreement:

1. Administration - a postal administration signatory to this Agreement;

2. Convention - the Universal Postal Convention [1] as enacted by Universal Postal Congresses from time to time;

3. Gold franc - the postal monetary standard established in the Constitution of the Universal Postal Union;

4. Ordinary parcel - an uninsured parcel;

5. UPU - Universal Postal Union;

6. UPU Parcels Agreement - the Postal Parcels Agreement of the UPU as enacted by Universal Postal Congresses from time to time.

Article 2. Postage Rates and Other Charges

1. Each administration shall fix the postage rates applicable to parcels originating in its country.

2. Each administration shall be authorized to collect supplementary charges in accordance with the provisions governing such charges in the UPU Parcels Agreement.

[1] TIAS 5881, 7150, 8231, 9972; 16 UST 1291; 22 UST 1056; 27 UST 345; 32 UST

Article 3. Cancellation of Non-Postal Fees

Each administration shall ensure that the customs duty and other non-postal fees are cancelled in the case of a parcel:

(a) returned to origin;

(b) redirected to a third country;

(c) abandoned by the sender; or,

(d) lost or destroyed in its service.

Article 4. Conditions of Acceptance

In order to be accepted in the service, each parcel shall satisfy the conditions of acceptance established in the UPU Parcels Agreement, as modified by this Agreement.

Article 5. Limits of Size and Weight

1. A parcel:

(a) shall not exceed 1.05 meters in length nor 2 meters for the sum of the length and the greatest circumference measured in a direction other than that of the length; and

(b) shall not exceed 20 kilograms in weight.

2. The administrations may agree by exchange of correspondence to change the size and weight limits established in section 1.

Article 6. Treatment of Parcels Wrongly Accepted

1. When a parcel containing a prohibited article has been wrongly admitted to the post, the prohibited article shall be dealt with according to the legislation of the country of the administration discovering its presence.

2. When a wrongly accepted parcel is neither delivered to the addressee nor returned to origin, the administration of origin shall be informed how the parcel has been dealt with and of the restriction or prohibition which required such treatment.

3. The return to origin of a wrongly accepted parcel shall be free of charge to the administration of origin.

Article 7. Sender's Instructions at the Time of Posting

1. At the time of posting, the sender shall be required to indicate the treatment to be given in case of non-delivery.

2. One of the following instructions only may be given:

(a) return to the sender;

(b) deliver to an alternate addressee; or,

(c) abandon the parcel.

3. If no instruction has been given, or if the instruction on the parcel is defaced, the parcel shall be treated as provided in Article 9, section 3.

Article 8. Insured Parcels

1. The following rules shall govern the insured value of insured parcels:

(a) each administration shall limit the insured value of each insured parcel to an amount which may not exceed 750 gold francs; and,

(b) a sender may be permitted to insure only part of the actual value of the contents of a parcel, but may not insure a parcel for more than the actual value of its contents.

2. Fraudulently insuring a parcel for a value greater than its actual value may subject the sender to any legal proceedings prescribed by the internal legislation of the country concerned.

3. A fraudulent insurance claim may subject the claimant to any legal proceedings prescribed by the internal legislation of the country in which the claim is made.

4. A receipt shall be handed over free of charge to the sender of an insured parcel at the time of posting.

5. The administrations may, by exchange of correspondence, agree to increase or decrease the maximum amount of insurance established in section 1.

Article 9. Return to Origin of Undeliverable Parcels

1. A parcel refused by a sole addressee shall be returned immediately to the administration of origin.

2. An undeliverable insured parcel shall be returned as an insured parcel.

3. After the expiration of the retention period for parcels, each undeliverable parcel shall be returned to the administration of origin if the sender has given none of the instructions prescribed by Article 7, or if those instructions have been defaced.

4. Neither administration shall assess any rates or charges against the other administration for the return of parcels to origin.

Article 10. Abandonment by the Sender of an Undelivered Parcel

1. If the sender has instructed under Article 7, section 2(c), that a parcel which cannot be delivered to the addressee should be treated as abandoned, that parcel shall be treated by the administration of destination according to its internal regulations.

2. Neither administration shall make any claim against the other for such parcels.

Article 11. Return to Origin in Consequence of a Suspension of Service

The return of a parcel to its origin in consequence of a suspension of service pursuant to Article 26 shall be free of charge to the administration of origin for any parcel dispatched prior to its receipt of the notice of the suspension.

Article 12. Withdrawal from the Post; Alteration or Correction of Address

1. The sender of a parcel may, in accordance with the provisions of the Convention governing requests for withdrawal from the post or alteration or correction of address, ask for its return to origin or ask to have its address altered or corrected, provided he pays the applicable charge.

2. Such requests shall be transmitted to a post office which is specifically designated by each administration to receive such requests.

Article 13. Principle and Extent of Liability of Administrations

1. (a) The administrations shall not be liable for loss of, theft from, or damage to an ordinary parcel.

(b) The administrations shall be liable for loss of, theft from, or damage to an insured parcel, except as provided in Article 14.

2. For insured parcels, the sender shall be entitled (subject to section 5 of this Article) to an indemnity not exceeding the insured value, in gold francs, of the articles lost, stolen, or damaged; no indemnity shall be paid for loss of profits or other indirect or consequential losses. In the case of a damaged insured article, the indemnity may be limited to the amount necessary to repair the article.

3. Except in the case of a damaged article that may be fully repaired at a cost less than the cost of replacement, the indemnity shall be calculated according to the price,

converted into gold francs, of goods of the same kind at the place and time the insured parcel was accepted for conveyance. If there is no market price to serve as reference, the indemnity shall be calculated according to the ordinary value of goods whose value is assessed on the same basis.

4. When an indemnity is due for the loss of an insured parcel, the sender shall also be entitled to the repayment of the charges paid with the exception of the insurance charge.

5. The sender may waive his rights as prescribed in section 2 in favor of the addressee or a third party. Satisfactory written evidence of such waiver must be provided by the party asserting the existence of the waiver before the indemnity will be paid.

Article 14. Non-Liability of Postal Administrations for Insured Parcels

1. The administrations shall cease to be liable for insured parcels which they have delivered in accordance with their internal regulations. Liability shall however be maintained:

(a) when theft or damage is discovered either before delivery or at the time of delivery of an insured parcel or when, internal regulations permitting, the addressee, or the sender if the parcel is returned to origin, makes reservations in taking delivery of an insured parcel which has been rifled or damaged; or,

(b) when the addressee or, in the case of return to origin, the sender notifies the delivering administration without delay that he has found theft or damage and has established to its satisfaction that such theft or damage did not occur after delivery.

2. The administrations shall not be liable:

(a) for the loss, theft, or damage of an insured parcel:

(i) in case of force majeure: the administration in whose service the loss, theft or damage occurred shall decide, according to the laws of its country, whether the loss, theft, or damage was due to circumstances amounting to a case of force majeure; these circumstances shall be communicated to the administration of origin if it so requests; nevertheless, the administration of origin shall still be liable if it has undertaken to cover risks of force majeure;

(ii) when an administration cannot account for a parcel because of the destruction of official records by force majeure, provided that proof of its liability has not been otherwise produced;

(iii) when the damage has been caused by the fault or negligence of the sender or by the nature of the contents of the parcel; or

(iv) in the case of a parcel which has been fraudulently insured for a sum greater than the actual value of its contents.

(b) for a parcel the contents of which are prohibited under this Agreement; or

(c) in the case of sea or air conveyance when the administrations have indicated that they cannot accept liability for insured parcels on board the ships or aircraft they use.

3. Each administration, when providing transit services for insured parcels originating in or destined to the other administration, shall not be liable for the loss, theft, or damage of such transit parcels; however, the administrations may mutually agree by exchange of correspondence to accept liability for such parcels.

4. Liability for insured parcels which are redirected to a third country by the administration of destination at the request of the sender or addressee shall be limited to the indemnity recoverable from the third country.

5. The administrations shall not be liable for customs declarations, in whatever form these are made, nor for decisions made by the Customs on examination of parcels submitted to customs control.

Article 15. Determination of Liability Between the Administrations

1. Liability shall rest with the administration which, having received an insured parcel without making a reservation and being furnished with all the prescribed means of inquiry, cannot prove either delivery to the addressee or, where appropriate correct redirection to another administration.

2. If the loss, theft, or damage occurs in the course of conveyance without it being possible to establish in which country's territory or service it happened, the administrations shall share the payment of indemnity equally.

3. If theft or damage is discovered by the administration of destination upon an inspection of the parcel immediately after its arrival, liability shall rest with the administration of origin.

4. If the loss, theft, or damage of an insured parcel occurs in the territory or service of an intermediate administration which does not accept insured parcels or which has adopted a maximum insured value lower than the amount of the loss, the administration of origin shall bear the loss not covered by the intermediate administration.

5. The administration which has paid the indemnity shall take over the rights, up to the amount of the indemnity, of the person who has received it in any action which may be taken against the addressee, the sender, or third parties.

Article 16. Payment of Indemnity

1. Payment of indemnity shall be made as soon as possible and, at the latest, within six months from the day following the day of inquiry.

2. When the administration responsible for payment does not undertake to cover risks of force majeure, and when, at the end of the period prescribed in section 1, the question of whether the loss, theft, or damage is due to such causes has not been decided, it may exceptionally postpone settlement of the indemnity beyond that period, but such postponement shall not exceed six additional months.

3. The administration of origin or destination, as the case may be, shall be authorized to indemnify the rightful claimant on behalf of the other administration which has allowed five months to pass after receiving notice without finally settling the matter or without informing the administration of origin or destination, as the case may be, that the loss, theft, or damage appeared to be due to force majeure.

Article 17. Reimbursing the Administration Which Paid the Indemnity

The administration responsible for payment, or on behalf of which payment is made, shall reimburse the administration which made the payment the amount of indemnity actually paid to the rightful claimant. Such reimbursement shall be made within four months of the dispatch of the notice of payment.

Article 18. Possible Recovery of the Indemnity from the Sender or from the Addressee

1. If, after payment of the indemnity, a parcel or part of a parcel previously considered lost, is found, the person to whom indemnity has been paid shall be advised that he may take delivery of it within a period of three months on his repayment of the amount of the indemnity he received, or, if the insured contents of the parcel are damaged, on his repayment of the amount of the indemnity less an amount necessary to pay for the necessary repairs.

2. If the sender or the addressee takes delivery of the parcel or part of the parcel recovered against repayment of all or part of the amount of the indemnity, that sum shall be refunded to the administration which bore the loss.

3. If the indemnified person refuses to take delivery of the parcel, it shall become the property of the administration which bore the loss.

Article 19. Terminal Rates

1. Each administration, in its exchange of parcels by air and surface means, shall have the right to collect from the other administration a terminal rate for the costs it incurs for the surface conveyance, handling, and delivery of parcels destined to addresses in its areas of responsiblity.

2. The terminal rate shall be a single rate expressed in gold francs per kilogram and shall correspond to the costs incurred for surface conveyance, handling, and delivery, or be derived in accordance with the formula set forth in Article 21.

3. The terminal rate shall be applicable to the gross weight in kilograms of all parcels destined to addresses within the receiving administration.

Article 20. Transit Land Rates and Sea Rates

1. Each administration shall establish a transit land rate for the conveyance of transit parcels from the other administration by land and a sea rate for the conveyance of transit parcels from the other administration by sea.

2. The transit land rate and the sea rate shall be fixed as single rates expressed in gold francs per kilogram and shall correspond to the costs of providing transit land services or transit sea services or shall be derived in accordance with the formula set forth in Article 21.

3. The transit land rate and the sea rate shall be applicable to the total gross weight of such transit parcels in each dispatch.

4. The transit land rate and the sea rate shall be payable by the administration of origin.

Article 21. Determination of a Single Rate Per Kilogram

An administration which generally collects rates on a weight-step basis under the UPU Parcels Agreement may derive a single rate per kilogram for each of the rates referred to in Articles 19 and 20 by dividing the total amount payable on a weight-step basis for parcels received over a three-month period by the total gross weight of the parcels to which each rate was applied.

Article 22. Adjustment of Terminal, Transit Land, and Sea Rates

1. Each administration may adjust its terminal rate, transit land rate, and sea rate established under Articles 19 and 20 when such an increase is necessary due to an increase in the costs of services.

2. To apply, any adjustment of the rates must:

(a) be made in accordance with the provisions governing rates set forth in Articles 19 through 21;

(b) be communicated to the other administration at least three months in advance; and,

(c) remain in force for at least one year.

Article 23. Air Conveyance Dues

Each administration of destination shall be entitled to reimbursement of air conveyance dues for the air conveyance of parcels dispatched by the other administration at the rate established under the provisions of the UPU Parcels Agreement governing air conveyance dues.

Article 24. Transit Parcels

1. Each administration shall provide transit service to or from any country with which it exchanges parcels, for parcels addressed to or originating in the other administration.

2. Each administration shall provide a list of the countries for which transit service will be provided.

Article 25. No Additional Rates, Charges, or Fees

The administrations may collect only the rates, charges, and fees provided for in this Agreement.

Article 26. Temporary Suspension

1. Should extraordinary circumstances justify it, either administration may suspend temporarily its operation of the parcel post service, provided that notice of such suspension is given immediately to the other administration by telex or telegram.

2. The administration which has temporarily suspended service shall also give immediate notice to the other administration, by telex or telegram, when service is resumed.

Article 27. Details of Implementation

The administrations shall make jointly such details of implementation as may be found necessary to give effect to this Agreement.

Article 28. Arbitration

Any dispute which arises between the administrations concerning the intrepretation or application of this Agreement which cannot be resolved by the administrations to their mutual satisfaction, shall be settled by arbitration, following the arbitration procedures in the General Regulations of the UPU.

Article 29. Additional Rules and Regulations

Either administration is authorized to adopt implementing rules and regulations for its internal operation of the service not inconsistent with this Agreement or its details of implementation.

Article 30. Application of the UPU Parcels Agreement

The UPU Parcels Agreement shall be applicable where appropriate in all cases not expressly governed by this Agreement or its details of implementation.

Article 31. Entry into Force and Duration of the Agreement

1. This Agreement shall enter into force on the date mutually agreed upon by the administrations, after it is signed by the authorized representatives of both administrations.[1]

2. This Agreement shall expire six months after either of the administrations notifies the other in writing of termination.

[1] Jan. 1, 1983.

Done in duplicate and signed at Belize City on the Fourteenth day of September 1982, and at Washington, D. C. on the 28th day of September 1982.

FOR THE POSTAL ADMINISTRATION OF BELIZE:

[1]

Postmaster General

FOR THE UNITED STATES POSTAL SERVICE:

[2]

Postmaster General

[1] E. E. Godfrey.
[2] W. F. Bolger.

22

DETAILS OF IMPLEMENTATION

OF THE

PARCEL POST AGREEMENT

BETWEEN

THE UNITED STATES POSTAL SERVICE

AND

THE POSTAL ADMINISTRATION OF BELIZE

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Chapter 1. Preliminary Provisions

Article 101. Information to be Supplied by the Administrations

1. Each administration shall communicate to the other administration in writing:

(a) the necessary information concerning the customs or other regulations, as well as the prohibitions or restrictions governing the entry and transit of parcels in the territory of its country and other areas for which it has parcel post responsibility;

(b) an extract of the provisions of its laws or regulations applicable to the conveyance of parcels;

(c) the charges and fees authorized under Article 2 of the Agreement; and,

(d) the rates and dues established under Articles 19 through 23 of the Agreement.

2. Any change of the information mentioned in section 1 shall be communicated in writing immediately to the other administration.

Chapter II. Treatment of Parcels by the Office of Origin; General Conditions of Admission and Posting

Article 102. Addresses of the Sender and of the Addressee

1. To be admitted for mailing, each parcel shall bear, in roman letters and in arabic figures on the parcel itself or on a label firmly attached to it, the complete addresses of the addressee and of the sender. An address written in pencil shall not be allowed.

2. The office of posting shall advise the sender to put inside each parcel a copy of his address and that of the addressee.

Article 103. General Packing Conditions

1. Each parcel shall be packed and closed in a manner befitting the weight, shape, and nature of the contents as well as the mode and duration of conveyance.

2. Each parcel shall be packed and closed so as not to present any danger if it contains any article of a kind likely to injure officials called upon to handle it or to soil or damage any other parcel or any postal equipment.

3. Each parcel shall have, on its packing or wrapping, sufficient space for service instructions and for affixing stamps and labels.

Article 104. Special Packing

Each parcel which contains one of the following substances shall be made up as indicated below.

(a) Articles of glass or other fragile objects shall be surrounded by cushioning material

adequate to absorb and distribute shocks and vibrations encountered during transport and to prevent contact between the objects themselves or between the objects and the sides of the container; they shall be packed in a box of metal, wood, strong plastic material or strong fiberboard. The cushioning immediately surrounding the objects shall be a soft low density material, such as cotton or creped wadding, with a more structured higher density cushioning material, such as die-cut corrugated fiberboard, rubberized hair or styrofoam, suspending the objects a minimum of five centimeters from each side of the container.

(b) Liquids and substances which easily liquefy shall be enclosed in two containers. The inner container shall be a bottle, flask, or other leak-proof container. The outer container shall be a special box of metal, wood, strong plastic material, or strong corrugated fiberboard, containing enough sawdust, cotton, or any other appropriate protective material to absorb the liquid should the inner container break. The lid of the box shall be fixed so that it cannot easily work loose.

(c) Dry coloring powders shall be admitted only in perfectly leak-proof metal boxes, placed in turn in boxes of wood, strong plastic material, or strong corrugated fiberboard with sawdust or some other appropriate absorbent and protective material between the two containers.

(d) Dry non-coloring powders shall be placed in containers of metal, wood, strong plastic material, or fiberboard; these containers shall themselves be enclosed in a box made of one of those materials.

(e) Radioactive materials shall be placed in parcels to the wrapping of which shall be affixed a special white label bearing in bold letters the words "radioactive materials" or "matieres radioactives," which label shall be crossed out by the destination administration should the packing be returned to the administration of origin. Such parcels shall also bear on the outside wrapping a request in bold letters for their return in the event of non-delivery. The sender shall indicate his name and address and the contents of the parcel on the inner wrapping.

Article 105. Formalities to be Complied with by the Sender

1. Each parcel shall be accompanied by a customs declaration on UPU form C2/CP3 or a similar form. The customs declaration shall be securely attached to the parcel.

2. The contents of each parcel shall be shown in detail on the customs declaration.

3. Although the administrations assume no responsibility for the accuracy of customs declarations, they shall inform senders of the correct way to complete these declarations.

4. The sender shall indicate how the parcel is to be dealt with in the event of non-delivery as provided in Article 7 of the Agreement.

Article 106. Formalities to be Complied with by the Office of Origin

The office of origin shall be responsible for indicating on each parcel its date of mailing.

Article 107. Insured Parcels

Each insured parcel shall be subject to the following special rules regarding make-up:

(a) the parcel shall be sealed in a manner sufficient to reveal any traces of tampering;

(b) the materials used for sealing, as well as the labels and the postage stamps, if any, affixed to each insured parcel shall be placed so that they cannot conceal any damage to the packing; the labels and postage stamps shall not be folded over two sides of the packing so as to cover an edge;

(c) the parcel shall be provided with a stamp impression or label bearing the serial number of the parcel, and in bold letters the word "insured" or "valeur declaree"; the stamp impression or label shall be placed on the parcel, on the same side as, and close to, the address;

(d) the insured value shall be expressed in the currency of the country of origin and written on the parcel in words with roman lettering and in arabic figures;

(e) the amount of the insured value shall be converted into gold francs by the office of origin; the result of the conversion shall be shown in figures at the side of or below those representing the value in the currency of the country of origin.

Article 108. Fraudulent Insurance

When circumstances of any kind disclose a fraudulent declaration of a value greater than the actual value of the contents of the parcel, the administration of origin shall be notified as soon as possible.

Article 109. Other Formalities

1. Each air parcel shall bear the words "air mail" or "par avion."

2. Each insured parcel for which the sender requests an advice of delivery at the time of posting shall bear very conspicuously the indication "advice of delivery," "avis de reception," "return receipt requested," or the stamp impression "A.R." The office of origin shall complete a copy of UPU form C 5 or a similar form to accompany such an insured parcel.

Article 110. Withdrawal from the Post; Alteration of Address

1. A request for the alteration of an address or the withdrawal of a parcel from the post shall be dealt with in accordance with the provisions governing withdrawal from the post and alteration of address in the Detailed Regulations of the Convention.

2. Any telegraphic request for the alteration of an address of an insured parcel shall be confirmed by post by the first available dispatch. The confirmatory request shall be prepared on or in the form of a UPU form C 7 used to request an alteration of the address of a letter post item, or a similar form; it shall bear, underlined in colored pencil, the note "Confirmation of the telegraphic request of the...," or "Confirmation de la demande telegraphique du...;" and it shall be accompanied by a perfect facsimile of the envelope or wrapper or of the address of the item.

Chapter III. Treatment of Parcels by the Exchange Offices

Article 111. Routing of Transit Parcels

Each administration shall forward by the routes and means that it uses for its own parcels each parcel transferred to it by another administration to be conveyed in transit across its territory.

Article 112. Exchange Offices and Method of Transmission

1. The exchange of dispatches of parcels shall be carried out by the designated exchange offices of each administration.

2. Each administration shall designate the exchange offices to be used in the service and inform the other administration of the location of each such exchange office.

3. Each administration shall give the other administration at least three months advance written notice of redesignation of or addition to its exchange offices.

4. Parcels should generally be exchanged in closed mails.

5. Transit parcels shall be transmitted in closed mails, unless the administrations agree to effect exchanges of parcels in transit a decouvert.

Article 113. Parcel Bills

1. For each dispatch of parcels to be forwarded by surface, the total net weight in kilograms shall be entered by the dispatching exchange office on a parcel bill in the form of UPU form CP 11 or a similar form. For air parcels the dispatching exchange office shall indicate the same information on "air parcel bill" UPU form CP 20 or a similar form.

2. Insured parcels shall be listed on a separate parcel bill.

3. Returned parcels should be listed on a separate parcel bill.

4. Each parcel bill shall be numbered according to an annual series by each dispatching exchange office; the last number of the year shall be shown on the first parcel bill of the following year. In the case of sea or air services, the name of the ship or airline carrying the mail shall be shown on the parcel bill.

5. Each insured parcel, returned parcel, parcel forwarded in transit a decouvert, or redirected parcel shall be entered individually on the parcel bill. The entry for each insured parcel shall indicate its serial number. The entry for each redirected or returned parcel shall be marked "redirected" or "reexpedie," or "returned" or "retour" in the observation column. However, each fully prepaid redirected parcel shall

be recorded as though it had originated in the redirecting administration.

6. The administration of origin shall prepare, for closed mails to be forwarded in transit through the other administration, a parcel bill indicating the total gross weight in kilograms of the transit parcels, a copy of which shall be sent by air to the receiving exchange office of that administration.

7. The number of bags making up each dispatch shall be shown on the parcel bill.

Article 114. Transmission in Closed Mails

1. In the normal circumstances of transmission in closed mails, the bags shall be marked, closed, and labeled in the manner prescribed for letter bags in the provisions for make up and labeling of mails in the Detailed Regulations of the Convention, subject to the following special provisions:

(a) the labels shall be yellow ochre in color;

(b) for receptacles other than bags some other special methods of closing may be adopted, provided that the contents are sufficiently protected; and,

(c) the label or address of a closed bag or other receptacle which contains air parcels shall bear the indication "air mail" or "par avion."

2. In general, insured parcels shall be dispatched in separate bags. Where uninsured and insured parcels are dispatched in the same bag, the insured parcels shall be placed in an inner bag appropriately sealed. Each bag which

includes insured parcels, whether alone or together with uninsured parcels, shall be marked with the letter "V".

3. The weight of each bag containing parcels shall not exceed 30 kilograms.

4. Each administration shall inform the other administration by correspondence as to the number of copies of the parcel bill and the method of transmission required by its service.

5. For conveyance purposes, bags of parcels may be placed in large containers.

Article 115. Delivery of Dispatches

1. Each surface parcel dispatch shall be accompanied by a delivery bill on UPU form C 18 or a similar form.

2. Each dispatch shall be delivered in good condition. However, a dispatch may not be refused because of damage or theft.

3. Each air parcel dispatch shall be accompanied by an air mail delivery bill on UPU form AV 7 or a similar form in accordance with the provisions governing AV 7 delivery bills in the Detailed Regulations of the Convention.

Article 116. Check of Dispatches by Exchange Offices

1. Each exchange office receiving a dispatch shall immediately check each bag and its fastening. It shall also check the origin and destination of the bags making up the dispatch and entered on the delivery bill, and the parcels and various documents which accompany them.

2. When a bag of insured parcels is opened, the constituent parts of the fastening (seal, label, etc.) shall be kept together.

3. When an administration acting as an intermediary for the other has to repack a dispatch it shall check the contents if it believes that these have not remained intact. It shall make out a verification note on UPU form CP 13 or a similar form. A copy of this notice shall be sent to the exchange office from which the dispatch was received, one copy shall be sent to the office of origin, and a copy shall be inserted in the repacked dispatch. The verification note shall also be used to report the loss of a dispatch, or of one or more of the bags comprising it, or any other irregularity.

4. If the exchange office of destination discovers an error or omission in the parcel bill it shall immediately make the necessary correction, taking care to cross out the incorrect entry in such a way as to leave the original entry legible. The correction shall be made in the presence of two officials. Unless there is an obvious error in the correction, it shall be accepted in preference to the original entry. The exchange office shall also carry out a routine check when a bag or its fastening gives grounds for suspecting that the contents have not remained intact or that some other irregularity has occurred. Any irregularity which has been established, as well as the loss of a dispatch or of one or more of the bags comprising it, or the

loss of a parcel bill, shall be notified without delay to the dispatching exchange office by a verification note prepared in duplicate. If the dispatch was received from an intermediate exchange office, a copy of this note shall also be sent to that exchange office. If a parcel bill is missing, the receiving exchange office shall, in addition, prepare a new parcel bill, a copy of which shall be sent to the exchange office of origin and to the intermediate exchange office from which the dispatch was received.

5. Each verification note and its duplicate shall be sent under registered cover by the most rapid route. When a receiving exchange office has not sent a verification note by the first available dispatch, it shall be considered, until the contrary is proved, as having received the bags or parcels in good condition.

6. The exchange office to which a verification note is sent shall return it as promptly as possible after having examined it and indicated thereon its observations, if any. The returned verification note shall be attached to the parcel bill to which it relates. A correction made to a parcel bill which is unsupported by documentary evidence shall not be considered valid.

7. The discovery, at the time of a check, of any irregularity whatsoever may in no event be the cause of the return of a parcel to origin except that parcels which exceed the weight or size limits set forth in Article 11 of the Agreement may be returned to origin if the regulations of the administration of destination so provide.

Article 117. Discrepancies in the Weight Data of Parcels or Dispatches

When an administration establishes a discrepancy in the weight of a parcel or of a dispatch that is recorded on a parcel bill received from the other administration, the weight as corrected by the receiving administration shall be valid.

Article 118. Notification of Irregularities for Which Administrations May be Liable

An exchange office which, on the arrival of a dispatch, discovers the absence of, theft from, or damage to one or more parcels shall proceed as follows.

(a) It shall indicate in as much detail as possible on the verification note the condition in which it found the outer packing of the dispatch. Unless this is impossible for a stated reason, the bag, the string, the lead or other seal, and the label shall be kept intact for a period of six weeks from the date of verification and shall be sent to the administration of origin if it so requests.

(b) The exchange office, moreover, shall send a duplicate of the verification note to the last intermediate exchange office, if any, at the same time as to the dispatching exchange office.

Article 119. Receipt by an Exchange Office of a Damaged or Insufficiently Packed Parcel

1. An exchange office which receives a damaged or insufficiently packed parcel shall forward it, after having repacked it if necessary, preserving as far as possible the original packing, the address, and the labels. The weight of the parcel before and after its repacking shall be shown on the actual packing of the parcel and shall be followed by the note "Repacked at..." or "Remballe a..."; the parcel shall be stamped with an impression of the date-stamp of the repacking exchange office and signed by the officials who did the repacking.

2. If the condition of a parcel is such that the contents could have been removed or damaged or if a parcel shows a discrepancy in weight such as to suggest the removal of part or all of the contents, the receiving exchange office shall open it and check the contents. The result of this check shall be reported to the dispatching exchange office on UPU form CP 14 or a similar form, a copy of which shall be attached to the parcel.

Article 120. Check of Dispatches of Parcels Forwarded in Bulk

1. The provisions of Articles 116, 118 and 119 shall be applicable only to rifled and damaged parcels and parcels entered individually on the parcel bills. The other items shall be simply checked in bulk.

2. When an exchange office establishes a discrepancy between the number of insured parcels given on the parcel bill and the number of insured parcels found in the dispatch, a verification note shall be prepared to correct the total number of insured parcels.

Article 121. Redirection of a Parcel Arriving Out of Course

1. The redirecting administration shall report each parcel arriving out of course in a verification note to the administration from which the parcel has been received.

2. The redirecting administration shall treat each parcel arriving out of course as if it had arrived in transit a decouvert. It shall credit the true administration of destination and, where appropriate, the intermediate administrations taking part in the redirection of the parcel with the relative conveyance rates. The redirecting administration shall then seek to recover the charges for the redirection of missent parcels from the administration which missent the parcel. If for any reason the redirecting administration is unable to recover such charges from the administration which missent the parcel, it shall recover them from the administration of origin.

Article 122. Return of Empty Bags

1. Each administration shall provide the bags necessary for the dispatch of its parcels; each bag shall be marked to indicate its ownership.

2. Empty bags shall be returned, in bundles enclosed in one of the receptacles, to the administration to which they belong by the next dispatch and, if possible, by the route followed on their original transmission.

3. Empty bags shall always be returned free of charge.

4. The return of empty bags shall be governed by the provisions for the return of empty bags in the Detailed Regulations of the Convention.

Chapter IV. Treatment of Parcels by the Office of Destination

Article 123. Reservations on Delivery of a Rifled or Damaged Parcel

1. In the cases specified in Article 14, section 1(a) of the Agreement, the office of destination shall prepare a report, on UPU form CP 14 or a similar form, of the joint inspection and have it countersigned by the addressee. One copy of the report shall be handed to the addressee or, if the item is refused or redirected, attached to the parcel. One copy shall be retained by the administration which prepared the report.

2. A parcel subjected to the treatment specified in section 1 shall be returned to the sender if the addressee refuses to countersign the report.

Article 124. Treatment of an Advice of Delivery after Delivery of an Insured Parcel with an Advice of Delivery

Immediately following the delivery of a parcel with an advice of delivery, the office of destination shall return the UPU form C 5 which accompanied the parcel, duly completed, to the address shown by the sender by the quickest route and without charge to the sender. A blue airmail label or impression shall be affixed to advices of delivery returned by air.

Article 125. Return of Parcels to Origin

1. An office which returns a parcel for any reason whatsoever shall give, either written by hand or by means of a stamped impression or a label on the parcel and on the parcel bill which accompanies it, the reason for non-delivery. The reason shall be stated in French or English and shall be made in a clear and concise form, such as "not known" or "inconnu," "refused" or "refuse," "traveling" or "en voyage," "gone away" or "parti," "unclaimed" or "non reclame," "deceased" or "decede," etc.

2. The office of destination shall strike out the address particulars with which it is concerned and write "Return" or "Retour" on the front of each such parcel; it shall also apply its day-stamp beside the indication "Return" or "Retour."

3. A parcel shall be returned in its original packing accompanied by the original customs declaration. If

for any reason a parcel has to be repacked, the name of the office of origin of the parcel and the date of its posting shall be indicated on the new packing.

4. If an air parcel is returned by surface, the "air mail" or "par avion" label and any notes relating to transmission by air shall be struck through with two thick horizontal lines.

Article 126. Treatment of Requests for Withdrawal from the Post or for Alteration of Address

On receipt of a request for withdrawal from the post or for alteration of an address, the administration of destination shall search for the parcel in question, and honor the request if it can.

Article 127. Sale; Destruction

1. When a parcel has been sold or destroyed in accordance with the provisions of Article 10 of the Agreement, a report of the sale or destruction shall be prepared. A copy of the report shall be sent to the office of origin.

2. The proceeds of the sale shall be applied to defray the charges on the parcel and the costs incurred in selling it; the balance, if any, of the proceeds shall be sent to the office of origin, which shall pay it to the sender, after deducting the costs of forwarding the balance.

Chapter V. Inquiries

Article 128. Treatment of Inquiries

Each inquiry about a parcel shall be dealt with in accordance with the provisions for inquiries set forth in the Detailed Regulations of the Convention.

Article 129. Inquiries Concerning an Advice of Delivery Not Received

When a sender inquires about an advice of delivery which he has not received within a reasonable time, the inquiry shall be dealt with in accordance with the provisions governing advices of delivery set forth in the Detailed Regulations of the Convention.

Chapter VI. Accounting

Article 130. Rates and Dues Credited to Other Administrations by the Administration of Origin

1. In the exchange of closed mails, the administration of origin shall credit the administration of destination and each intermediate administration with the terminal rates, transit land and sea rates, and air conveyance dues which are due to them.

2. In the case of exchange in transit a decouvert the administration of origin shall credit:

(a) the administration of destination of the dispatch with the rates referred to in section 1 as well as rates due to the subsequent intermediate administrations and to the administration of destination; and,

(b) the intermediate administrations preceeding the administration of destination of the dispatch with the rates referred to in section 1.

Article 131. Allocation and Recovery of Rates and Charges in Case of Redirection

1. When rates and charges have not been paid at the time of redirection, the redirecting administration shall proceed as indicated below for the allocation and recovery of such rates and charges.

2. For each parcel redirected to a third country the redirecting administration shall seek to recover the rates and charges set forth in Articles 19 to 23 of the Agreement from the addressee or the administration to which the parcel is forwarded. If for any reason the redirecting administration is unable to recover such charges from the addressee or the administration to which the parcel is forwarded, it shall recover them from the administration of origin.

3. The redirecting administration shall credit the intermediate administrations with the rates payable to them.

4. In the case of redirection of a missent parcel, the allocation and recovery of the rates and charges shall be made in accordance with Article 121, section 2.

Article 132. Preparation of Accounts

1. Each administration shall prepare quarterly for all items received from the other administration:

(a) for surface parcels, a statement of amounts due on a UPU form CP 15 or a similar form giving, by dispatching office and per dispatch, the gross weight of the parcels entered on the parcel bills, with an indication of the appropriate rate and the total of amounts due for that quarter;

(b) for air parcels, a statement of amounts due prepared on a UPU form CP 15 (bis) or a similar form giving, by dispatching office and per dispatch the gross weight of parcels entered on the air parcel bills, with a statement of the appropriate rate and the total of amounts due for that quarter.

2. In the event of alteration of a parcel bill, the number and date of the verification note prepared to report such alteration shall be shown in the "Observations" column of the form for statement of amounts due.

3. The statements of amounts due shall be summarized in an account prepared, in duplicate, on a UPU form CP 16 or a similar form.

4. The summarized account, accompanied by the statements of amounts due to which it relates (but without the parcel bills), shall be sent by the most rapid route to the administration of origin for examination within two months following the quarter to which it relates. "Nil" accounts shall not be prepared. In the amounts stated in the balance of the summarized account, centimes shall be ignored. Any discrepancies shall be noted in a statement of differences, which shall be prepared on a UPU form CP 17 or a similar form. Each statement of differences shall be sent in duplicate to the administration concerned, which shall incorporate the amount stated therein in its next summarized account; no statement of differences shall be prepared when the total amount of the discrepancies does not exceed ten gold francs per account.

5. After the summarized accounts have been checked and accepted, they shall be returned, together with the related statements of amounts due, to the administration which prepared them within two months of the date of dispatch. If the administration which has sent the summarized account does not receive any notice of amendment during this period, the summarized account shall be regarded as fully accepted.

6. The summarized accounts shall be summarized in a quarterly general account prepared by the creditor administration on a Universal Postal Union form CP 18 or a similar form, which shall be transmitted immediately to the debtor administration.

7. When it is necessary to recover payments from the administration responsible in accordance with Article 29 of the Agreement and several amounts are involved, these shall be summarized on a Universal Postal Union form CP 22 or a similar form and the total amount shall be carried forward to the summarized account.

Article 133. Accounts for Air Parcel Dispatches

An account for air conveyance dues for air parcel dispatches shall be drawn up according to the provisions for accounting for air conveyance dues set forth in the Detailed Regulations of the Convention.

Article 134. Settlement of Accounts

1. The amount of the balance of the general accounts shall be paid by the debtor administration to the creditor administration in accordance with the provisions for settlement of accounts in the Convention.

2. The preparation and dispatch in duplicate of a general account may be carried out, without waiting for the summarized accounts to be returned accepted, as soon as an

administration, which has all the accounts relative to the period concerned, finds that it is the creditor. The check of the general account by the debtor administration, the return of one of the two copies to the creditor administration, and the payment of the balance shall be carried out by the debtor administration within a period of three months after its receipt of the general account.

Chapter VII. Miscellaneous Provisions

Article 135. Definitions

The definitions set forth in Article 1 of the Agreement shall be applicable to these Details of Implementation.

Article 136. Period of Retention of Documents

1. Documents of the service shall be kept for a minimum period of eighteen months from the day following the date to which they refer.

2. A document concerning a dispute or an inquiry shall be kept until the matter has been settled. If the inquiring administration, duly informed of the result of an inquiry, allows six months to elapse from the date of the communication without raising any objections, the matter shall be regarded as settled.

Article 137. Alterations or Amendments

These Details of Implementation may be altered or amended by mutual consent by means of correspondence between officials of each administration who have been authorized to make such amendments.

Chapter VIII. Final Provisions

Article 138. Entry Into Force and Duration of the Details of Implementation

1. These Details of Implementation shall come into force on the same date as the Parcel Postal Agreement to which they refer.

2. These Details of Implementation, and any amendments hereto pursuant to Article 137 shall have the same duration as the Parcel Post Agreement to which they refer.

GPO 1985 48-779 (12800)

10513

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10513

ATOMIC ENERGY

Technical Information Exchange and Cooperation in Regulatory and Safety Research Matters

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Arrangement Between the
UNITED STATES OF AMERICA
and BRAZIL

Signed at Rio de Janeiro January 14, 1982

with

Patent Addendum

S 9.10:

NOTE BY THE DEPARTMENT OF STATE

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BRAZIL

Atomic Energy: Technical Information Exchange and Cooperation in Regulatory and Safety Research Matters

Arrangement signed at Rio de Janeiro January 14, 1982;
Entered into force January 14, 1982.
With patent addendum.

ARRANGEMENT
BETWEEN
THE UNITED STATES NUCLEAR REGULATORY COMMISSION
(U.S.N.R.C.)
AND
THE COMISSAO NACIONAL DE ENERGIA NUCLEAR
(C.N.E.N.)
OF BRAZIL
FOR THE EXCHANGE OF TECHNICAL INFORMATION
AND
COOPERATION IN REGULATORY AND SAFETY RESEARCH MATTERS

The United States Nuclear Regulatory Commission (hereinafter called the U.S.N.R.C.) and the Comissao Nacional de Energia Nuclear of Brazil (hereinafter called the C.N.E.N.);

Having a mutual interest in a continuing exchange of information pertaining to regulatory matters and of standards required or recommended by their organizations for the regulation of safety and environmental impact of nuclear facilities;

Having similarly cooperated under the terms of a five-year Arrangement for the exchange of technical information and cooperation in safety research, originally signed on May 20, 1976,[1] such Arrangement including provision for its extension as mutually agreed upon by the parties;

Having indicated their mutual desire to continue the cooperation established under the aforementioned Arrangement;

Have agreed as follows:

---

[1] TIAS 9071; 29 UST 4634.

I. SCOPE OF THE ARRANGEMENT

I.1 Technical Information Exchange

To the extent that the U.S.N.R.C. and the C.N.E.N. are permitted to do so under the laws, regulations, and policy directives of their respective countries, the parties agree to continue the exchange of the following types of technical information relating to the regulation of safety and environmental impact of designated nuclear facilities:

a. Topical reports concerning safety, safeguards, and environmental effects written by or for one of the parties as a basis for, or in support of, regulatory decisions and policies.

b. Documents relating to significant licensing actions and safety and environmental decisions affecting nuclear facilities.

c. Detailed documents describing the U.S.N.R.C. process for licensing and regulating certain U.S. facilities designated by the C.N.E.N. as similar to certain facilities being built or planned in Brazil and equivalent documents on such Brazilian facilities.

d. Information concerning reactor safety research results that requires early attention in the interest of public safety, along with an indication of significant implications.

e. Reports on operating experience, such as reports on nuclear incidents, accidents and shutdowns, and compilations of historical reliability data on components and systems.

f. Regulatory procedures for the safety, safeguards, and environmental impact evaluation of nuclear facilities.

g. Early advice of important events, such as serious operating incidents and government-directed reactor shutdowns, that are of immediate interest to the parties.

h. Copies of regulatory standards required to be used, or proposed for use, by the regulatory organizations of the parties.

I.2 Cooperation in Safety Research

The execution of joint programs and projects of safety research and development, or those programs and projects under which activities are divided between the two parties including the use of test facilities and/or computer programs owned by either party, will be agreed upon on a case-by-case basis and be the subject of a separate agreement implemented by the appropriate research organizations of the parties. Temporary assignments of personnel by one party in the other party's agency will be considered on a case-by-case basis.

II. ADMINISTRATION

a. The exchange of information under this Arrangement will be accomplished through letters, reports, and other documents, and by visits and meetings arranged in advance on a case-by-case basis. A meeting will be held annually, or at such other times as mutually agreed, to review the exchange and cooperation under this Arrangement, to

recommend revisions, and to discuss topics coming within the scope of the cooperation. The time, place, and agenda for such meetings shall be agreed upon in advance. Visits which take place under the Arrangement, including their schedules, shall have the prior approval of the two administrators appointed by the parties.

b. An administrator will be designated by each party to coordinate its participation in the overall exchange. The administrators shall be the recipients of all documents transmitted under the exchange, including copies of all letters unless otherwise agreed. Within the terms of the exchange, the administrators shall be responsible for developing the scope of the exchange, including agreement on the designation of the nuclear energy facilities subject to the exchange, and on specific documents and standards to be exchanged. One or more technical coordinators may be appointed as direct contacts for specific disciplinary areas. These technical coordinators will assure that both administrators receive copies of all transmittals. These detailed arrangements are intended to assure, among other things, that a reasonably balanced exchange giving access to equivalent available information is achieved and maintained.

c. The administrators shall determine the number of copies to be provided of the documents exchanged. Each document will be accompanied by an abstract in English, 250 words or less, describing its scope and content.

d. The application or use of any information exchanged or transferred between the parties under this Arrangement shall be the responsibility of the receiving party, and the transmitting party does not warrant the suitability of such information for any particular use or application.

e. Recognizing that some information of the type covered in this Arrangement is not available within the agencies which are parties to this Arrangement, but is available from other agencies of the governments of the parties, each party will assist the other to the maximum extent possible by organizing visits and directing inquiries concerning such information to appropriate agencies of the government concerned. The foregoing shall not constitute a commitment of other agencies to furnish such information or to receive such visitors.

f. Nothing contained in this Arrangement shall require either party to take any action which would be inconsistent with its existing laws, regulations, and policy directives. No nuclear information related to proliferation-sensitive technologies will be exchanged under this Arrangement. Should any conflict arise between the terms of this Arrangement and those laws, regulations, and policy directives, the parties agree to consult before any action is taken.

g. Information exchanged under this Arrangement shall be subject to the patent provisions in the Patent Addendum of this document.

III. EXCHANGE AND USE OF INFORMATION

a. The term "information," as used in Article III, means nuclear energy-related regulatory, safety, safeguards, scientific, or technical data, results or methods of research and development, and any other knowledge intended to be provided or exchanged under this Arrangement.

b. The term "proprietary information" means information which contains trade secrets or commercial or financial information which is privileged or confidential.

c. The term "other confidential or privileged information" means information, other than "proprietary information," which is protected from public disclosure under the laws and regulations of the country providing the information and which has been transmitted and received in confidence.

d. In general, information received by each party to this Arrangement may be disseminated freely without further permission of the other party.

e. Proprietary and other confidential or privileged information received under this Arrangement may be freely disseminated by the receiving party without prior consent to persons within or employed by the

receiving party, and to concerned Government departments and Government agencies in the country of the receiving party.

f. In addition, proprietary and other confidential or privileged information may be disseminated without prior consent

(1) to prime or subcontractors or consultants of the receiving party located within the geographical limits of that party's nation, for use only within the scope of work of their contracts with the receiving party in work relating to the subject matter of the proprietary or other confidential or privileged information;

(2) to organizations permitted or licensed by the receiving party to construct or operate nuclear production or utilization facilities, or to use nuclear materials and radiation sources, provided that such proprietary or other confidential or privileged information is used only within the terms of the permit or license; and

(3) to contractors or organizations identified in (2), above, for use only in work within the scope of the permit or license granted to such organizations,

Provided that any dissemination of proprietary or other confidential or privileged information under (1), (2), and (3), above, shall be on an as-needed, case-by-case basis, and shall be pursuant to an agreement of confidentiality.

g. With the prior written consent of the party furnishing proprietary or other confidential or privileged information under this Arrangement, the receiving party may disseminate such proprietary or other confidential or privileged information more widely than otherwise permitted. The parties shall cooperate in developing procedures for requesting and obtaining approval for such wider dissemination, and each party will grant such approval to the extent permitted by its national policies, regulations, and laws.

h. A party receiving under this Arrangement proprietary or other confidential or privileged information shall respect its proprietary or confidential nature. Proprietary or other confidential or privileged information must be clearly marked so as to indicate its confidential or privileged nature. Confidential or privileged information must, in addition, be accompanied by a statement indicating that the information is protected from public disclosure by the Government of the transmitting party, and that the information is submitted under the condition that it be maintained in confidence.

i. If, for any reason, one of the parties becomes aware that it will be, or may reasonably be expected to become, unable to meet the nondissemination provisions of this Article, it shall immediately inform the other party. The parties shall thereafter consult to define an appropriate course of action.

j. Nothing contained in this Arrangement shall preclude a party from using or disseminating information received without restriction by a party from sources outside of this Arrangement.

IV. DURATION

a. This renewed information exchange shall enter into force upon signature and, subject to paragraph IV.b. of this Article, shall remain in force for five years unless extended for a further period of time by agreement of the parties.

b. Either party may withdraw from the present Arrangement after providing the other party written notice 90 days prior to its intended date of withdrawal.

Signed in Rio de Janeiro, Brazil, on this 14th day of January 1982.

FOR THE COMISSAO NACIONAL DE ENERGIA NUCLEAR

Hervasio G. de Carvalho
Chairman

FOR THE UNITED STATES NUCLEAR REGULATORY COMMISSION

Langhorne A. Motley
Ambassador

PATENT ADDENDUM TO THE U.S.N.R.C.-C.N.E.N. ARRANGEMENT FOR THE EXCHANGE OF TECHNICAL INFORMATION AND COOPERATION IN REGULATORY AND SAFETY RESEARCH MATTERS

1. Definitions

When used in this Article unless the context otherwise indicates

i. The term "personnel" means: (a) the employees of a party to this Arrangement and (b) the employees of a contractor of a party to this Arrangement.

ii. The term "inventing party" means the party of this Arrangement whose personnel have made or conceived an invention or discovery during the course of or under the activities covered by the terms of this Arrangement.

2. Reporting and Allocation of Rights

i. Except as otherwise provided in paragraph 2.ii. hereinafter, if an invention or discovery is made or conceived by the personnel of the inventing party during the course of or under the activities covered by the terms of this Arrangement, or if such invention was made or conceived as a direct result of information acquired by such personnel from the other party, then the inventing party:

(a) agrees to promptly disclose such invention or discovery to the other party;

(b) agrees to transfer and assign to the other party, all right, title, and interest in and to such invention or discovery in the country of the other party subject to the reservation of a nonexclusive, irrevocable, royalty-free license to make, use and sell such invention or discovery in such other country; and

(c) may retain the entire right, title, and interest in and to such invention or discovery in the country of the inventing party and in third countries but shall grant to the other party, upon request of the other party, a nonexclusive, irrevocable, royalty-free license to make, use, and sell such invention or discovery in such country of the inventing party and in such third countries.

ii. In the event an invention or discovery is made or conceived by the personnel of the inventing party during the course of or under the activities covered by the terms of this Arrangement and such invention was made or conceived while such personnel were assigned to the other party, the inventing party:

(a) agrees to promptly disclose such invention or discovery to the other party;

(b) may retain the entire right, title, and interest in and to such invention or discovery in the country of the inventing party;

(c) shall grant to the other party, upon request of the other party, a nonexclusive, irrevocable, royalty-free license to

make, use, and sell such invention or discovery in the country of the inventing party; and

(d) agrees to transfer and assign to the other party all right, title, and interest in and to such invention or discovery in the country of the other party and in third countries subject to the reservation of a nonexclusive, irrevocable, royalty-free license to make, use, and sell such invention or discovery in such other country and in such third countries.

iii. As employed in this Arrangement, a license to a party to make, use, and sell an invention or discovery shall include the right to have others make, use, and sell such invention or discovery on behalf of such licensed party.

3. Claims for Compensation

Each party agrees to waive, and does hereby waive, any and all claims against the other party for compensation, royalty or award as regards any invention, discovery, patent application or patent made or conceived in the course of or under this Arrangement, and agrees to release, and does hereby release, the other party with respect to any and all such claims, including any claims under the provisions of the United States Atomic Energy Act of 1954, as amended.[1]

[1] 68 Stat. 919; 42 U.S.C. § 2011 *et seq.*

AJUSTE ENTRE A UNITED STATES NUCLEAR REGULATORY COMMISSION (USNRC) E A COMISSÃO NACIONAL DE ENERGIA NUCLEAR (CNEN), DO BRASIL PARA TROCA DE INFORMAÇÃO TÉCNICA E COOPERAÇÃO NAS QUESTÕES REGULADORAS E NA PESQUISA DE SEGURANÇA.

A United States Nuclear Regulatory Commission (doravante denominada USNRC) e a Comissão Nacional de Energia Nuclear do Brasil (doravante denominada CNEN);

Tendo interesse mútuo na continuação da troca de informação concernente às questões reguladoras e às normas exigidas ou recomendadas pelas suas organizações, para regulamentação da segurança e do impacto ambiental das instalações nucleares;

Tendo cooperado, igualmente, de conformidade com os termos do Ajuste de cinco anos, para troca de informação e cooperação técnica, na pesquisa de segurança, originalmente, assinado em 20 de maio de 1976, tal Ajuste incluindo cláusula para sua prorrogação, conforme, mutuamente, acordado pelas partes:

Tendo mostrado seu desejo mútuo de continuar a cooperação estabelecida, de conformidade com o Ajuste acima mencionado:

Concordaram com o seguinte:

I. FINALIDADE DO AJUSTE

1.1 Troca de Informação Técnica

Até onde seja permitido a USNRC e a CNEN assim agir, de acordo com as leis, regulamentos e diretrizes políticas de seus respectivos países, as partes concordam continuar com a troca dos seguintes tipos de informação técnica, relativa à regulamentação da segurança e do impacto ambiental das instalações nucleares indicadas:

a. Relatórios específicos relativos à segurança, à salvaguarda e aos efeitos ambientais, redigidos por ou para uma das partes, como base ou suporte das decisões e diretrizes normativas.

b. Documentos relativos aos procedimentos importantes do licenciamento e das decisões ambientais e de segurança, que afetam instalações nucleares.

c. Documentos detalhados, descrevendo o processo da USNRC, para licenciamento e regulamentação de determinadas instalações dos Estados Unidos, indicadas pela CNEN, como idênticas a determinadas instalações,

a serem construídas ou planejadas, no Brasil, e documentos equivalentes sobre tais instalações brasileiras.

d. Informação relativa aos resultados da pesquisa da segurança de reatores, que exige pronta atenção, no interesse da segurança pública, juntamente, com indicação das implicações importantes.

e. Relatórios sobre experiência de operação, tais como relatórios sobre incidentes nucleares, acidentes e desligamentos, compilações em ordem cronológica de dados sobre confiabilidade de componentes e sistemas.

f. Procedimentos reguladores relativos à segurança, às salvaguardas e à avaliação do impacto destas instalações nucleares no meio ambiente.

g. Comunicar com a devida urgência os acontecimentos importantes, tais como incidentes sérios de operação e paradas do reator, ordenados pelo governo, que sejam de interesse imediato das partes.

h. Cópias das normas reguladoras necessárias, a serem usadas, ou indicadas para uso, pelas organizações reguladoras das partes.

1.2 Cooperação em Pesquisa de Segurança

A execução dos programas conjuntos e projetos de pesquisa e desenvolvimento da segurança, ou aqueles programas e projetos sob cujas atividades estejam divididas entre as duas partes, inclusive o uso das instalações de ensaio e/ou programas de computador de propriedade de qualquer uma das partes, será combinado, caso por caso, e será objeto de um acordo em separado, implementado pelas organizações apropriadas de pesquisas das partes. A utilização temporária por uma das partes, do pessoal pertencente à outra parte, será também considerada caso por caso.

II. ADMINISTRAÇÃO

a. A troca de informação, na forma desse Ajuste, será efetuada através de cartas, relatórios e outros documentos, por visitas e reuniões marcadas com a devida antecedência em cada caso. Anualmente, ou sempre que for mutuamente acordado, será realizada uma reunião para examinar as atividades desempenhadas no âmbito do intercâmbio, para recomendar revisões e para debater tópicos que se apresentarem dentro do campo da cooperação. A hora, local e agenda para tais reuniões serão combinados com ante

cedência. As visitas efetuadas no âmbito deste Ajuste, incluindo os locais e as datas, deverão ter anuência prévia dos Administradores indicados pelas partes.

b. Cada uma das partes designará um responsável, aqui denominado Administrador, para coordenar a participação dela no intercâmbio global decorrente deste Ajuste. Os Administradores deverão receber todos os documentos trocados entre as partes, incluindo cópias de todas as cartas, a menos que seja estipulado em contrário. De conformidade com os termos de intercâmbio, os administradores serão responsáveis pelo atendimento de seu objetivo, incluindo a concordância quanto à designação das instalações nucleares objeto da troca de informações sobre os documentos específicos e padrões que deverão ser objeto de intercâmbio. Um ou mais coordenadores técnicos poderão ser designados como contatos diretos para áreas disciplinares específicas. Esses coordenadores técnicos providenciarão para que ambos os Administradores recebam cópias de todas as comunicações. Essas disposições detalhadas têm por finalidade assegurar que, entre outras coisas, um intercâmbio razoável e equilibrado, permitindo acesso à informação equivalente disponível, seja alcançado e mantido.

c. Os Administradores deverão determinar o número de cópias dos documentos a serem trocados. Cada documento será acompanhado de um resumo com menos de 250 palavras, descrevendo seu objetivo e conteúdo.

d. A aplicação ou uso de qualquer informação trocada ou transferida no âmbito deste Ajuste, será da responsabilidade da parte recebedora, não sendo garantida pela parte fornecedora a conveniência de tais informações para qualquer outro uso ou aplicação.

e. Reconhecendo que alguma informação do tipo abrangido por este Ajuste não esteja disponível nas entidades envolvidas no presente Ajuste, mas em outras entidades governamentais das partes, cada parte auxiliará ao máximo possível a outra, organizando visitas e formulando indagações pertinentes à referida informação, às entidades competentes do respectivo Governo. Isto, entretanto, não significa um compromisso para as demais entidades de fornecerem tal informação ou de receberem os visitantes.

f. Nada incluído neste Ajuste exigirá da outra parte tomar qualquer providência que possa estar em desacordo com as leis, regulamentos e diretrizes políticas vigentes. Nenhuma informa

ção nuclear, relacionada com a proliferação de tecnologia sensitiva, será trocada de conformidade com este Ajuste. Caso surja qualquer conflito entre os termos deste Ajuste e as leis, regulamentos e diretrizes políticas, as partes concordam se consultarem, antes de ser tomada qualquer providência.

g. A informação trocada no âmbito deste Ajuste está sujeita às determinações de patente, constantes do Adendo sobre Patentes deste documento.

III. TROCA E USO DA INFORMAÇÃO

a. O termo "informação", conforme é usado no Artigo III, significa energia nuclear relacionada com questões reguladoras, de segurança, de salvaguardas, de dados técnicos ou científicos, resultados ou métodos de pesquisa e desenvolvimento e qualquer outro conhecimento, a ser fornecido ou trocado de conformidade com este Ajuste.

b. O termo "informação patenteada" significa informação, que contém informação financeira, comercial ou segredos comerciais, que seja privilegiada ou confidencial.

c. O termo "outra informação privilegiada ou confidencial" significa informação que não seja

"informação patenteada", e que seja salvaguardada da divulgação pública, de acordo com as leis e regulamentos do país fornecedor da informação, e que foi transmitida e recebida, confidencialmente.

d. De modo geral, a informação recebida pelas partes deste Ajuste pode ser disseminada, livremente, sem nova permissão da outra parte.

e. A informação patenteada, confidencial ou privilegiada e outra, recebida no âmbito deste Ajuste, pode ser disseminada, livremente, pela parte recebedora, sem consentimento prévio das pessoas internas ou empregadas pela parte recebedora, e dos departamentos governamentais interessados e agências governamentais, no país da parte recebedora.

f. Além disso, a informação patenteada, confidencial ou privilegiada e outra pode ser disseminada, sem consentimento prévio:

(1) para preparar os subempreiteiros ou consultores da parte recebedora, localizada dentro dos limites geográficos daquela nação da parte, para utilização, somente, dentro da finalidade do trabalho de seus contratos, com a parte recebedora, no trabalho relativo ao assunto da informa

ção patenteada, confidencial, ou privilegiada e outra;

(2) para organizações autorizadas ou licenciadas pela parte recebedora, para construir, operar a produção nuclear ou instalações de utilização, ou para usar materiais nucleares e fontes de radiação, desde que tal informação patenteada, confidencial ou privilegiada e outra seja usada, somente, dentro dos termos da autorização ou licença; e

(3) aos empreiteiros ou organizações identificadas no item (2) acima, para uso, somente no trabalho, dentro da finalidade da autorização ou licença, concedidas a tais organizações,

desde que qualquer disseminação da informação patenteada, confidencial ou privilegiada e outra, no âmbito dos itens (1), (2) e (3) acima, seja necessária, e caso por caso, esteja de conformidade com um acordo de confidencialidade.

g. Com o consentimento prévio, por escrito, da parte fornecedora da informação patenteada, confidencial ou privilegiada e outra, de conformidade com este Ajuste, a parte recebedora

pode disseminar tal informação patenteada, confidencial ou privilegiada e outra, mais amplamente do que, caso contrário, permitido. As partes cooperarão nos progressos de desenvolvimento, para solicitar e obter a aprovação para uma disseminação mais ampla, e cada parte concederá tal aprovação, até o ponto permitido pela sua diretriz política nacional, regulamento e lei.

h. De conformidade com este Ajuste, a parte que receber informação patenteada, confidencial ou privilegiada e outra respeitará sua natureza confidencial ou patenteada. A informação patenteada, confidencial ou privilegiada e outra deve ser, claramente, destacada, a fim de indicar sua natureza privilegiada ou confidencial. A informação privilegiada ou confidencial deve, em resumo, ser acompanhada de uma declaração indicando que a informação está protegida da divulgação pública através do governo da parte transmissora, e que a informação seja apresentada, sob a condição de que seja mantida em segredo.

i. Se, por qualquer motivo, uma das partes for advertida de que isso será, ou poderá se tornar, presumivelmente, incapaz de atender as prescrições da não disseminação deste Artigo, tal fa

to será informado, imediatamente, à outra parte. As partes, conseqüentemente, se consultarão para definir um rumo adequado de ação.

j. Nada contido neste Ajuste impedirá uma parte de usar ou disseminar a informação recebida, sem restrição de uma parte, de fontes de fora deste Ajuste.

IV. DURAÇÃO

a. Esta renovada troca de informação entrará em vigor após a assinatura, sujeita ao parágrafo IV b. deste Artigo, e permanecerá em vigor por cinco anos, a menos que prorrogada por um novo período, através de acordo das partes.

b. Cada parte pode se retirar do presente Ajuste, após comunicar à outra parte, com antecedência de 90 dias, de sua pretendida retirada.

Assinado no Rio de Janeiro, em duplicata, em português e inglês, ambas cópias do texto igualmente autênticas, em 14 de janeiro de 1982.

Pela Comissão Nacional de Energia Nuclear do Brasil

Pela United States Nuclear Regulatory Commission

ANEXO DE PATENTE DO AJUSTE USNRC-CNEN,
PARA TROCA DE INFORMAÇÃO E COOPERAÇÃO
TÉCNICA NAS QUESTÕES DAS PESQUISAS
REGULADORAS E DE SEGURANÇA

1. DEFINIÇÕES

Quando usado, salvo menção expressa no texto,

i) O termo "pessoal" significa:

(a) Os empregados de uma das partes do presente Ajuste; e

(b) Os empregados de contratantes com uma das partes do presente Ajuste.

ii) O termo "parte inventora" significa a parte deste Ajuste, cujo pessoal tenha feito ou concebido um invento ou descoberta durante o curso ou decorrente das atividades compreendidas nos termos deste Ajuste.

2. COMUNICAÇÃO E DETERMINAÇÃO DE DIREITOS

i) Exceto a outra parte estabelecida no parágrafo 2.ii, abaixo, se uma invenção ou descoberta for feita ou concebida pelo pessoal da parte inventora durante o curso ou em decorrência das atividades

des compreendidas nos termos deste Ajuste; ou se tal invenção for criada ou concebida como um resultado direto da informação obtida através de pessoal da outra parte, então a parte inventora:

(a) Concorda em liberar prontamente tal invenção ou descoberta à outra parte;

(b) Concorda em transferir e ceder à outra parte, todos os direitos, titularidade e interesse quanto a essa invenção ou descoberta no país da outra parte, sujeita à reserva de uma não exclusiva e irrevogável licença gratuita, para fazer, usar e vender tal invenção ou descoberta nesse outro país; e

(c) Pode preservar todos os direitos, titularidade e interesse quanto a essa invenção ou descoberta no país da parte inventora e em terceiros países, neste caso, deverá garantir à outra parte, quando por ela solicitada, uma licença não exclusiva, irrevogável e livre de "royalties", para fazer, usar e vender tal invenção ou descoberta no país da outra parte inventora e em terceiros países.

ii) No caso de uma invenção ou descoberta ser feita ou concebida pelo pessoal da parte inventora, durante o curso ou em decorrência das atividades compreendidas pelos termos deste Ajuste e tal invenção for feita ou concebida, enquanto tal pessoal estiver cedido à outra parte, a parte inventora:

(a) Concorda em liberar, prontamente, tal invenção ou descoberta à outra parte;

(b) Pode preservar todos os direitos, titularidades e interesse quanto à essa invenção ou descoberta no país da parte inventora;

(c) Concederá à outra parte, quando por ela solicitada, uma licença não exclusiva, irrevogável e livre de "royalties" para fazer, usar e vender tal invenção ou descoberta, no país da parte inventora; e

(d) Concorda em transferir e ceder à outra parte todos os direitos, titularidade e interesse quanto a essa invenção ou descoberta, no país da outra parte e em terceiros países, sujeita à limitação de uma licença não exclusiva, irrevogável e livre de "royalties" para fazer, usar e vender tal invenção ou descoberta no outro país e em terceiros países.

iii) Conforme previsto neste Ajuste, a licença para uma parte fazer, usar e vender uma invenção ou descoberta incluirá o direito de outros fazerem, usarem e venderem tal invenção ou descoberta em nome da parte autorizada.

3. RECLAMAÇÕES PARA INDENIZAÇÃO

Cada parte concorda em renunciar, e aqui renuncia, a toda e qualquer reclamação contra a outra parte, com relação à compensação, direito ou concessão, com referência a qualquer invenção, descoberta, aplicação de patente, elaborada ou concebida no curso de ou em decorrência deste Ajuste e concorda em liberar, e aqui libera à outra parte, com respeito a todas e quaisquer reclamações, inclusive quaisquer reclamações de acordo com as cláusulas da Lei sobre Energia Atômica dos Estados Unidos de 1954, com suas emendas.

GPO 1985 48-780 (F2800)

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10514

ATOMIC ENERGY

Nuclear Safety Research and Development

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Agreement Between the
UNITED STATES OF AMERICA
and the UNITED KINGDOM
OF GREAT BRITAIN
AND NORTHERN IRELAND

Extending the Arrangement
of July 20 and August 3, 1977

Effected by Exchange of Letters
Signed at Warrington and Washington
February 18 and June 11, 1982

S9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89-497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND

Atomic Energy: Nuclear Safety Research and Development

Agreement extending the arrangement of July 20 and August 3, 1977.
Effected by exchange of letters
Signed at Warrington and Washington February 18 and June 11, 1982;
Entered into force June 11, 1982;
Effective August 3, 1982.

The Director, Safety and Reliability Directorate, United Kingdom Atomic Energy Authority, to the Director for Research, United States Nuclear Regulatory Commission

Safety and Reliability Directorate

Wigshaw Lane
Culcheth
Warrington WA3 4NE

Telex 629301
Telephone Warrington (0925) 31244
Extension 206

18 February 1982

Dr R Minogue
US Nuclear Regulatory Commission
Washington DC 20555
USA

Bob
Dear Dr ~~Minogue~~,

The Arrangement signed on 3 August 1977[1] between the United States Nuclear Regulatory Commission and the United Kingdom Atomic Energy Authority for co-operation in the field of nuclear safety research and development is due to terminate in August 1982.

On my behalf, Mr Stephenson raised this in discussion with Dr Kelber in Washington last week when it was agreed that the co-operation had been of considerable value to both parties and that steps should be taken to renew the Arrangement for another 5 years without modification.

I therefore have pleasure in proposing on behalf of the United Kingdom Atomic Energy Authority that this letter and your reply agreeing to an extension on behalf of the United States Nuclear Regulatory Commisssion should constitute an agreement to extend the Arrangement until 3 August 1987.

Yours sincerely,

George Kinchin

G H Kinchin
Director

SRD United Kingdom Atomic Energy Authority

[1] Signed July 20 and Aug. 3, 1977. TIAS 8688; 28 UST 6755.

The Executive Director for Operations, United States Nuclear Regulatory Commission, to the Director, Safety and Reliability Directorate, United Kingdom Atomic Energy Authority

UNITED STATES
NUCLEAR REGULATORY COMMISSION
WASHINGTON, D. C. 20555

JUN 11 1982

Dr. G. H. Kinchin, Director
Safety and Reliability Directorate
United Kingdom Atomic Energy Authority
Wigshaw Lane
Culcheth
Warrington WA3 4NE
England

Dear Dr. Kinchin:

Thank you for your letter of February 18, 1982 to Robert B. Minogue, Director of our Office of Nuclear Regulatory Research, which proposed to extend, without modification, the "Arrangement Between the United Kingdom Atomic Energy Authority and the United States Nuclear Regulatory Commission in the Field of Nuclear Safety Research and Development" for another five-year period.

I am pleased to accept your suggestion to handle this by means of a simple exchange of letters between our agencies. Let us therefore consider the agreement extended, by mutual consent and acknowledgement, until August 3, 1987.

Sincerely,

William J. Dircks
Executive Director for Operations

TIAS 10514
GPO 1985 48-781 (12800)

10515

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10515

NARCOTIC DRUGS

Control of Illicit Traffic

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Agreement Between the
UNITED STATES OF AMERICA
and BRAZIL

Effected by Exchange of Notes
Signed at Brasilia September 29, 1982

S9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89-497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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Washington, D.C. 20402

BRAZIL

Narcotic Drugs: Control of Illicit Traffic

Agreement effected by exchange of notes
Signed at Brasilia September 29, 1982;
Entered into force September 29, 1982.

The American Chargé d'Affaires ad interim to the Brazilian Minister ad interim of External Relations

Brasilia, September 29, 1982.

N. 319

Excellency,

With reference to the recent negotiations between authorities of the Government of the United States of America and of the Government of the Federative Republic of Brazil on cooperation on matters related to the control of the illicit traffic of drugs which may produce dependence, both Governments having agreed to collaborate in the activities of control of the illicit traffic of drugs, I have the honor to inform Your Excellency that the Government of the United States of America agrees to the following:

ARTICLE I

1. The Contracting Parties agree to continue mutual cooperation to control the illicit traffic of drugs which produce dependence as well as other narcotic substances, especially cocaine, that may originate, or be processed in Brazilian territory, or which may transit it.

2. The cooperation envisaged may, among other forms to be agreed upon by the Parties, consist of supply of equipments and financial contributions to cover costs, as described in the Annex to this Agreement. Such equipments and contributions will be devoted to the repression of drug trafficking.

His Excellency
Ambassador João Clemente Baena Soares
Minister ad interim of External Relations
Brasília, D.F.

ARTICLE II

The Government of the United States of America designates the Bureau of International Narcotics Matters (INM), of the Department of State, through the Embassy of the United States of America in Brasilia, as the entity responsible for the implementation of this Agreement, and the Brazilian Government designates the Department of Federal Police (DPF) of the Ministry of Justice for the same purpose.

ARTICLE III

1. The INM will provide financing of up to US$ 300,000 (three hundred thousand dollars) in the United States Government fiscal year 1982, in support of the cooperation described in Article I, and for the specific equipments and financial contributions to cover costs listed in the Annex to this Agreement.

2. The entities responsible for implementing this Agreement will jointly decide the number, type and composition of aforementioned equipments to be provided under this Agreement.

3. With the exception of fuel, the INM will procure commodities and equipment under this Agreement and will donate them to the DPF, which will certify their receipt and will devote them to the repression of drug trafficking. Fuel for boats will be procured directly by the DPF, and payment will be made by INM in accordance with procedures to be adopted by mutual agreement between the DPF and INM.

4. The final contribution date for goods and services procured under this Agreement will be March 31, 1984. The INM will only make contributions, under the provisions of this Agreement, up to six (6) months after this final date or any final date established subsequently, unless the Parties agree otherwise.

5. After the final date stipulated in Paragraph 4 above, the Government of the United States will only be required to provide the total or the remaining portion of the funds referred to in Paragraph 1 if funds authorized by the United States Congress for such purpose are available.

ARTICLE IV

The eventual import taxes or customs duties to which the equipment to be provided to the DPF may be subject, as result of the execution of this Agreement, will be under the exclusive responsibility of the DPF, which will take the appropriate measures to resolve the issue.

ARTICLE V

For the purpose of this Agreement, the DPF will:

a) furnish up to US$ 10,000 (ten thousand dollars) to execute the activities listed in the Annex;

b) fund eventual expenses which may be required for the implementation of this Agreement, not previously provided for in it.

ARTICLE VI

The equipments and financial contributions to cover costs furnished by one of the entities referred to in Article II to the other, under the provisions of this Agreement, will be devoted exclusively to the execution of the activities provided for under the Agreement. After its termination, these equipments and contributions will be used in activities which will further the objectives sought in the Agreement.

ARTICLE VII

All activities provided for under this Agreement shall be carried out in accordance with the laws and regulations in force in the United States of America and the Federative Republic of Brazil.

ARTICLE VIII

The INM and the DPF will conduct, at least once each year, a joint evaluation of the activities carried out under this Agreement, and both Parties shall provide the appropriate personnel for this purpose.

ARTICLE IX

It is hereby agreed that the Annex is an integral part of this Agreement.

ARTICLE X

This Agreement may be modified, reviewed or amended by mutual agreement between the Parties. Eventual modifications or revisions will go into effect by exchange of diplomatic notes.

ARTICLE XI

1. This Agreement shall enter into force by this exchange of diplomatic notes and will be in effect from this date until March 31, 1984, unless both Contracting Parties decide to extend it. It may be terminated by written notification of either Government, to be effective 30 (thirty) days after the date of receipt of the respective notification.

2. The termination of this Agreement will imply the termination of all obligations of the two Parties, except for payment of non-cancellable commitments which may have been entered into with third parties.

Accept, Excellency, the assurances of my highest consideration.

[1]

[1] Harry Kopp.

A N N E X

TO THE AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE FEDERATIVE REPUBLIC OF BRAZIL ON COOPERATION IN THE FIELD OF CONTROL OF ILLICIT TRAFFIC OF DRUGS

I - INM CONTRIBUTION:

1 (one) eight meter launch, equipped with 130 H.P. diesel engine and communication equipment, for use in Foz do Iguaçu	US $ 40,000.00
Communication equipment	US $ 60,000.00
Bird Dog 300 (Bumper Beeper)	US $ 6,000.00
Four-wheel drive vehicles	US $ 150,000.00
Drug detector for cocaine	US $ 8,000.00
Cassette recorders	US $ 4,000.00
Amount to be utilized for operational support and other costs	US $ 30,000.00
Narcotest disposakit	US $ 2,000.00
T O T A L	US $ 300,000.00

II - DPF CONTRIBUTION:

- Personnel costs

a) Payment of travel and per diem for carrying out operations	US $ 9,500.00
b) Installation of communications equipment	US $ 500.00
T O T A L	US $ 10,000.00

8

The Brazilian Minister ad interim of External Relations to the American Chargé d'Affaires ad interim

MINISTÉRIO DAS RELAÇÕES EXTERIORES

Em 29 de setembro de 1982

DAI/DNU/DCS/118 /611.5(B46)(D13)

Senhor Encarregado de Negócios,

Com referência às recentes negociações entre autoridades do Governo da República Federativa do Brasil e do Governo dos Estados Unidos da América, sobre cooperação em matéria de repressão ao tráfico ilícito de drogas que produzem dependência, havendo ambos os Governos concordado em colaborar em atividades de repressão ao tráfico ilícito de drogas, tenho a honra de informar Vossa Excelência de que o Governo da República Federativa do Brasil concorda com as seguintes disposições:

Ao Senhor Harry Kopp,
Encarregado de Negócios, a.i.,
dos Estados Unidos da América

ARTIGO I

1. As Partes Contratantes decidem continuar a prestar-se cooperação com vistas à repressão do tráfico ilícito de drogas que produzem dependência e outras substâncias estupefacientes, especialmente cocaína, que possam originar-se do território brasileiro, por ele transitar ou nele ser processadas.

2. A cooperação prevista poderá compreender, entre outras formas a serem acordadas pelas Partes, o fornecimento de equipamentos e contribuições financeiras para cobrir custos conforme descrito no Anexo. Esses equipamentos e contribuições serão empregados na repressão do tráfico de drogas.

ARTIGO II

O Governo brasileiro designa como entidade responsável pela implementação do presente Acordo o Departamento de Polícia Federal (DPF), do Ministério da Justiça, e o Governo dos Estados Unidos da América designa, com a mesma finalidade, o Bureau Internacional de Assuntos de Narcóticos (INM), do Departamento de Estado, através da Embaixada dos Estados Unidos da América em Brasília.

ARTIGO III

1. O INM proporcionará o financiamento de até US$ 300,000.00 (trezentos mil dólares), no ano fiscal do Governo dos Estados Unidos da América de 1982, em apoio à cooperação descrita no Artigo I, e para os equipamentos específicos e contribuições para cobrir custos relacionados no Anexo ao presente Acordo.

2. As entidades responsáveis pela implementação do presente Acordo decidirão conjuntamente quanto ao número, tipo e composição dos equipamentos acima mencionados a serem fornecidos no quadro do presente Acordo.

3. Excetuado combustível, o INM providenciará a aquisição de bens e equipamentos nos termos do presente Acordo e fará sua doação ao DPF, o qual certificará seu recebimento e os empregará na repressão ao tráfico de drogas. Combustível para os barcos será adquirido diretamente pelo DPF e seu pagamento será feito pelo INM, segundo procedimentos a serem adotados de comum acordo entre o DPF e o INM.

4. A data limite de contribuição para bens e serviços adquiridos nos termos deste Acordo será 31 de março de 1984. O INM somente fará contribuições, nos termos do presente Acordo, até seis meses após a data limite indicada ou qualquer data de contribuição final fixada posteriormente, a menos que as Partes acordem de outra maneira.

5. Após a data limite fixada no parágrafo 4 acima, o Governo dos Estados Unidos da América somente se obriga a fornecer o total ou o saldo da verba mencionada no parágrafo 1 em caso de disponibilidade de verbas autorizadas pelo Congresso dos Estados Unidos da América para tal fim.

ARTIGO IV

Os eventuais impostos e direitos alfandegários a que possam estar sujeitos os equipamentos fornecidos ao DPF em virtude da aplicação do presente Acordo serão de exclusiva responsabilidade do DPF, que tomará as devidas providências sobre a matéria.

ARTIGO V

1. Para os fins do presente Acordo, o DPF se compromete a:

a) financiar, até por um valor total de US$ 10,000.00 (dez mil dólares dos Estados Unidos da América), as atividades descritas no Anexo;

b) arcar com as despesas eventuais que decorram da implementação do presente Acordo, e que não estejam nele previamente especificadas.

ARTIGO VI

Os equipamentos e contribuições financeiras para cobrir custos fornecidos por uma das entidades referidas no Artigo II à outra, nos termos do presente Acordo, serão destinados exclusivamente à execução das atividades nele previstas. Após o término do presente Acordo, os referidos equipamentos e contribuições serão utilizados em atividades que complementem os fins visados no Acordo.

ARTIGO VII

Todas as atividades decorrentes do presente Acordo serão desenvolvidas de conformidade com as leis e regulamentos em vigor na República Federativa do Brasil e nos Estados Unidos da América.

ARTIGO VIII

O DPF e o INM realizarão, pelo menos uma vez por ano, uma avaliação conjunta das atividades decorrentes da aplicação do presente Acordo, para o que fornecerão o pessoal qualificado necessário.

ARTIGO IX

Fica acordado que o Anexo é parte integrante do presente Acordo.

ARTIGO X

O presente Acordo poderá ser modificado, revisto ou ampliado, por comum acordo das Partes. As eventuais modificações ou revisões entrarão em vigor por troca de notas diplomáticas.

ARTIGO XI

1. O presente Acordo entrará em vigor pela presente troca de notas e terá vigência a partir desta data até o dia 31 de março de 1984, a menos que as Partes Contratantes decidam prorrogá-lo. Poderá ser denunciado, a qualquer tempo, por notificação escrita por qualquer dos dois Governos. A denúncia surtirá efeito trinta dias depois da data de recebimento da notificação respectiva.

2. A denúncia do presente Acordo implicará o cancelamento de todas as obrigações de ambas as Partes, exceto quanto ao pagamento de compromissos não cancelâveis que tenham sido assumidos com terceiros.

Aproveito a oportunidade para renovar a Vossa Excelência os protestos da minha mui distinta consideração.

[1]

[1] João Clemente Baena Soares.

A N E X O

AO ACORDO ENTRE O GOVERNO DA REPÚBLICA FEDERATIVA DO BRASIL E O GOVERNO DOS ESTADOS UNIDOS DA AMÉRICA SOBRE COOPERAÇÃO NO CAMPO DO CONTROLE DO TRÁFICO ILÍCITO DE DROGAS

I - CONTRIBUIÇÃO DO INM:

1 (um) barco de oito metros, equipado com motor diesel de 130 H.P. e equipamento de comunicação para utilização em Foz do Iguaçu	US $ 40,000.00
equipamento de comunicação	US $ 60,000.00
emissor de sinais através de impulsos elétricos ("bird dog bumper beeper")	US $ 6,000.00
veículos com tração nas quatro rodas	US $ 150,000.00
detetor de drogas para cocaína	US $ 8,000.00
gravadores cassette	US $ 4,000.00
montante a ser utilizado para apoio operacional e outros custos	US $ 30,000.00
kits para teste de narcótico	US $ 2,000.00
T O T A L	US $ 300,000.00

II - CONTRIBUIÇÃO DO DPF:

- Custos de pessoal

a) Pagamento de viagens e diárias para executar operações	US $	9,500.00
b) Instalação do equipamento de comunicações	US $	500.00
T O T A L	US $	10,000.00

TRANSLATION

September 29, 1982

DAI/DNU/DCS/118/611.5(B46)(D13)

Sir:

With reference to the recent negotiations between authorities of the Government of the Federative Republic of Brazil and of the Government of the United States of America on cooperation on matters related to the control of the illicit traffic of drugs which may produce dependence, both Governments having agreed to collaborate in the activities of control of the illicit traffic of drugs, I have the honor to inform Your Excellency that the Government of the Federative Republic of Brazil agrees to the following:

[For the English language text, see pp. 2-7.]

I avail myself of this opportunity to renew to Your Excellency the assurances of my very high consideration.

João Clemente Baena Soares

Joao Clemente Baena Soares

Mr. Harry Kopp,
Charge d'Affaires ad interim
of the United States of America.

GPO 1985 48-729 (12800)

10516

AGRICULTURAL COMMODITIES

Agreement Between the
UNITED STATES OF AMERICA
and SIERRA LEONE

Signed at Freetown July 28, 1982

with

Memorandum of Negotiations

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S 9. 10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89-497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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Washington, D.C. 20402

SIERRA LEONE

Agricultural Commodities

Agreement signed at Freetown July 28, 1982;
Entered into force July 28, 1982.
With memorandum of negotiations.

AGREEMENT BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA
AND
THE GOVERNMENT OF THE REPUBLIC OF SIERRA LEONE
FOR THE SALE OF AGRICULTURAL COMMODITIES
UNDER
PUBLIC LAW 480 TITLE I[1]

The Government of the United States of America and the Government of the Republic of Sierra Leone agree to the sale of agricultural commodities specified below. This Agreement shall consist of the Preamble, Parts I and III of the August 31, 1978 Agreement[2] together with the following Part II:

Part II. PARTICULAR PROVISIONS:

ITEM I. COMMODITY TABLE:

Commodity	Supply Period (U.S. Fiscal Year)	Approximate Quantity (Metric Tons)	Maximum Export Market Value (Million Dols)
Rice	1982	10,000	3.000
Totals		10,000	3.000

ITEM II. PAYMENT TERMS:

Convertible Local Currency Credit (CLCC) - forty (40) years

A. Initial Payment - none.

B. Currency Use Payment - five (5) percent for Section 104(a) purposes.

C. Number of installment payments - thirty-one (31).

D. Amount of each installment payment - approximately equal annual amounts.

E. Due date of first installment payment - ten (10) years from date of last delivery of commodities in each calendar year.

F. Initial interest rate - two (2) percent.

G. Continuing interest rate - three (3) percent.

ITEM III. USUAL MARKETING TABLE:

Commodity	Import Period (U.S. Fiscal Year)	Usual Marketing Requirements (Metric Tons)
Rice	1982	13,000

[1] 68 Stat. 455; 7 U.S.C. § 1701 *et seq.*
[2] TIAS 9210; 30 UST 673.

ITEM IV EXPORT LIMITATIONS:

A. Export Limitation Period: The export limitation period shall be United States Fiscal Year 1982 or any subsequent United States Fiscal Year during which commodities financed under this Agreement are being imported or utilized.

B. Commodities to which Export Limitations Apply: For the purposes of Part I, Article III (A) (4) of this Agreement, the commodities which may not be exported are: for rice--rice in the form of paddy, brown or milled.

ITEM V. SELF HELP MEASURES:

A. The Government of Sierra Leone agrees to undertake self-help measures to improve the production, storage, and distribution of agricultural commodities. The following self-help measures shall be implemented to contribute directly to development progress in poor rural areas and enable the poor to participate actively in increasing agricultural production through small farm agriculture.

B. The Government of Sierra Leone agrees to undertake the following activities and in doing so to provide adequate financial, technical, and managerial resources for their implementation:

1. Accelerate and expand research and extension activities devoted to adaptive food crop cultivation and replicable delivery systems by: (A) Conducting agriculture research designed to develop improved food crop varieties responsive to local conditions; (B) Implementing supervised on-farm adaptive food crop research and extension trials among small farmers; (C) Distributing and supervising the use of food crop mini-kits, which are properly synthesized for direct small farmer use and benefits; and (D) Up-grading out-reach capabilities of farmer-level extension technicians.

2. Improve agricultural marketing systems through expansion and maintenance of rural feeder roads.

3. Expand rural community development activities by supporting initiatives at the community level through incentive grants to rural community organizations, farmers' associations and cooperatives.

4. Improve the analytic capability of the Ministry of Agriculture to examine agricultural policy issues such as farm input and commodity pricing, marketing systems, production incentives, and small farmer credit, by upgrading technical staff and conducting studies and surveys.

5. Strengthen the sectoral planning and project evaluation capability of the Ministry of Development and Economic Planning by upgrading technical staff; providing equipment, materials and supplies; conducting resource allocation studies; and conducting regional planning seminars to encourage local participation in the development process.

ITEM VI. ECONOMIC DEVELOPMENT PURPOSES FOR WHICH PROCEEDS ACCRUING TO IMPORTING COUNTRY ARE TO BE USED:

A. The proceeds accruing to the Government of Sierra Leone from the sale of commodities financed under this Agreement will be used for financing the self-help measures set forth in the Agreement, and for development in the agriculture and rural development sectors, in a manner designed to increase the access of the poor in Sierra Leone to an adequate, nutritious, and stable food supply.

B. In the use of proceeds for these purposes, emphasis will be placed on directly improving the lives of the poorest of the Sierra Leonean people and their capacity to participate in the development of their country.

IN WITNESS WHEREOF, the respective representatives, duly authorized for the purpose, have signed the present Agreement.

DONE at Freetown, in duplicate, the 28th day of July, 1982.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

Theresa A. Healy
Ambassador
Embassy of the
United States of America
in Sierra Leone

FOR THE GOVERNMENT OF THE REPUBLIC OF SIERRA LEONE

Sheka H. Kanu
Minister of Development
and Economic Planning
of the Republic of
Sierra Leone

MEMORANDUM OF NEGOTIATIONS

On the 28th day of July, 1982, Dr. Sheka H. Kanu, Minister of Development and Economic Planning, representing the Government of Sierra Leone (GOSL) and Theresa A. Healy, Ambassador of the United States of America in Sierra Leone, representing the Government of the United States of America (USG) met to approve and sign an Agreement and this Memorandum of Negotiations covering the terms and conditions for the sale of agriculture commodities under the provision of Title I of the United States Public Law 480.

The terms and conditions of the Agreement and the Memorandum of Negotiation were negotiated prior to the above date by representatives of the Ministry of Development and Economic Planning and the United States Agency for International Development (USAID).

Listed herein are the assistance rationale, the development objectives, the operational procedures and compliance requirements as agreed to during these negotiations.

I. ROLE OF FOOD AID AND PL 480 FOOD RESOURCES

It is recognized that food-aid resources from the United States are made available to recipient countries to assist those countries to support progress in their own development efforts. Accordingly, while these external food resources may off-set foreign exchange requirements and free resources for other essential imports, the generated revenues should be used by a recipient country to accomplish specific objectives directed toward more equitable growth and development. The greatest emphasis should be placed on activities devoted to increasing per capita food production and enabling the poor in the recipient country to participate actively in increasing agricultural production through small farm agriculture.

Furthermore, it was acknowledged that here in Sierra Leone the utilization of food-aid resources should be consistent with an overall development strategy of the GOSL and that food-aid resources should be integrated with other resources of Sierra Leone to enhance the impact of these resources targeted at developmental objectives; a specific strategy for the employment of food-aid resources in Sierra Leone will be defined in collaborative research and planning efforts.

II. SELF HELP DEVELOPMENT OBJECTIVES

Both parties acknowledged that the U.S. Congress, in making available concessional food-aid, intends that such food-aid be used efficiently and effectively to achieve specific self-help development objectives in the recipient countries. The following language from Public Law 480 (PL 480) provides an insight into this self-help concept, and explains how self-help provisions should be described and incorporated into agreements:

1. In negotiating sales agreements, emphasis shall be placed on the use of such proceeds for purposes which directly improve the lives of the poorest of the Sierra Leonean people and their capacity to participate in the development of their country. The greatest emphasis is required to be placed on the use of such proceeds to carry out programs of agricultural development, rural development, nutritional planning and population planning.

2. Before entering into agreements for sale of commodities, consideration shall be given to the extent to which the recipient country is undertaking self-help measures to increase the per capita food production and improve the means for storage and distribution of agricultural commodities. Furthermore, it is necessary to take into particular account the extent to which these measures

are being carried out in ways designed to contribute directly to the development progress in poor rural areas and to enable the poor to participate actively in increasing agricultural production through small farm agriculture.

3. The economic development and self-help measures which the recipient country agrees to undertake shall be described: (a) to the maximum extent feasible, in specific and measurable terms, and (b) in a manner which ensures that the needy people in the recipient country will be the major beneficiaries of the self-help measures pursuant to each agreement.

4. The President shall, to the maximum extent feasible, take appropriate steps to assure that, in each agreement entered into under this Title, and each amendment to such an agreement, the self-help measures agreed to are additional to the measures that the recipient country otherwise would have undertaken irrespective of that agreement.

5. The President shall take all appropriate steps to determine whether the economic development and self-help provisions of each agreement entered into under this Title, and of each amendment to such an agreement, are being fully carried out.

During the discussions, both parties acknowledged that the GOSL is currently undertaking, and will continue to undertake such self-help measures described in the Agreement to increase per capita production and improve the means for storage and distribution of agricultural commodities. These measures are designed to contribute directly to development progress in poor rural areas and to enable the poor to participate actively in increasing agricultural production through small farm agriculture.

Regarding the utilization of the local currencies accruing to the GOSL from the sale of the agricultural commodities financed under the Agreement, the GOSL will provide financing during the GOSL FY-1982/83 to implement activities as discussed below designed to achieve the developmental objectives identified as self-help measures in Item V paragraph B, of the Agreement, i.e.,

(1) At least, Le600,000 to meet recurring costs of the on-going Adaptive Crop Research and Extension (ACRE) Project.

Accomplishments expected by the end of Project (CY-1984) are:

a) developed improved appropriate agricultural technology packages for the four major indigenous crops that are adopted by approximately 20,000 farm families;

b) twenty participants trained at degree level and twelve trained at non degree level in Agricultural Sciences/Extension; and eleven trained at non degree level in Agriculture administration/support services;

c) fifty extension technicians trained in appropriate agricultural technology delivery systems development;

d) ten-year national research/extension plan completed.

Accomplishments expected by the end of CY-1983 are:

a) establish research/demonstration trial plots on representative small farm sites - 450 during CY-82 and 500 during CY-83;

b) completed construction/development of extension research/administration/support facilities and installation of necessary laboratory equipment;

c) completed socio-economic baseline survey and preliminary soil survey of project zonal sites;

d) distributed food crop mini-kit packages to approx. 4,000 farmers during CY-82, and 8,000 farmers during CY-83;

e) conducted in-service training workshops for extension staff field workers, and small farmers - 75 participants in CY-82 and 150 in CY-83 and

f) initiate formal extension/research training for GOSL staff - 14 participants during CY-82, and 20 during CY-83.

(2) At least Le1,000,000 to obtain local materials and labor for up-grading and maintaining feeder roads. 1,202 miles will be maintained and constructed during the National Plan-Period - 1982/3-1985/86. (Estimate 200 miles for 82/83.)

(3) At least Le300,000 to assist a minimum of six communities to implement agriculture production projects;

six communities to construct small access bridges; six communities to construct and maintain a minimum of 50 miles of access roads, six communities to construct outreach health facilities and six communities to construct potable water facilities, and other similar activities.

(4) At least Le100,000 to conduct one study on commodity pricing and one on small farmer credit by end of CY 1983.

(5) At least Le180,000 to (a) provide short-term training in project design and evaluation techniques: during FY-82/83 200 person months; (b) conduct one food-aid resource allocation study during FY-82; and (c) conduct four regional workshops by November 1983.

III. CONDITIONS AND OPERATIONAL PROCEDURES

1. The financial terms for the Agreement will be unchanged, i.e., the financing, as set forth in Part II, Item 2, of the proposed credit (CL/CC) establishes terms of 40 years, including a 10-year grace period; and interest rates of two (2) percent during the grace period with three (3) percent thereafter. There is no initial payment but a currency use payment (CUP) of five (5) percent is required.

2. The proposed commodity compositions, as shown in Part II, Item 1, provides for about 10,000 MT of rice with a total export market value of $3 million for supply in fiscal Year 1982. The export market value is the final determinate of the amount of commodities which can be purchased. This means that if commodity prices fluctuate, the quantity to be financed under the Agreement may be more or less than the approximate quantity specified.

3. Part II, Item 3, of the Agreement provides for usual marketing requirements (UMR's) of 13,000 MT of rice. The UMR reflects a five year average for rice, and it is based on commercial imports from non-communist countries.

4. The commodities financed under the Agreement will be received, stored and distributed within Sierra Leone as indicated below unless otherwise agreed to:

Receipt: All PL 480 Title I commodities are received at the port of Freetown and delivered directly to the purchaser. Highest priority will be accorded to processing these commodities through the Freetown port. Berth No. 1 is reserved for these commodities.

Storage: The purchaser has adequate storage facilities capable of handling many times the volume of the

commodities provided under the PL 480 Title I program. There is no record of commodity spoilage or loss in storage.

Distribution: Distribution of the commodities purchased under this Agreement will proceed without interfering with local marketing of the same kind of commodities.

Disincentives: Import and distribution of PL 480 Title I commodities will not cause disincentives to local production of the same kind of commodities.

5. The possibility of commodity diversions outside normal marketing channels or other misuse was discussed and it was noted that there has been no problems in this regard in the past. Furthermore, it is felt that the quantities involved are small enough to be relatively easy to secure in the short interval between off-loading and distribution by the purchaser. The Development Secretary further confirmed that both port and border security have been strengthened, and that there is a high penalty which includes imprisonment, fine or both for any activity outside normal market channels.

6. It was agreed that in order to both expedite the approval for signing of the Agreement and the timely purchase and shipment of the commodities, hopefully, not later than August 31, 1982, the GOSL should:

A. Provide the U.S. Embassy (USAID) in Freetown with the following information:

(1) Type and grade of commodity to be purchased in accordance with official U.S. commodity (grain) grading standards;

(2) Proposed contracting and delivery means delivery to vessel at U.S. Port.);

(3) Name and address of the bank in Sierra Leone and the U.S. commercial bank through which letters of credit for commodity and ocean freight will be opened;

(4) Assurances that appropriate GOSL authorities are prepared: (a) to make prompt transfers of funds to cover ocean freight costs on commodities purchased under the Agreement; and (b) to open operable and irrevocable letters of credit for both commodity and ocean freight payments which will be issued, advised or confirmed by a U.S. commercial bank designated by the GOSL, as soon as commodities are purchased and ocean freight is booked.

(5) Assurances that adequate storage and handling facilities will be available at the time the commodities purchased under the Agreement are exported from the U.S. to prevent unreasonable loss or spoilage;

(6) Assurances that the provision of the commodities financed under the Agreement would not act as a substantial disincentive to domestic agricultural production and marketing efforts in Sierra Leone.

B. Provide the Embassy of the GOSL in Washington D.C. with:

(1) Information described in paragraphs 6.A. (1), (2), (3) and (4) above.

(2) Complete instructions for and the authority to promptly request commodity Purchase Authorizations in writing to purchase commodities and to contract for ocean transportation (including the appointment of purchasing and/or shipping agents, if applicable). At least 50 percent of the commodities purchased shall be shipped via U.S. flag vessels.

(3) Instructions that PL 480 Title I Regulatory and Legislative requirements mandate:

(a) The purchase of agricultural food commodities under Title I agreements must be made on the basis of Invitations for Bids (IFB's) publicly advertised in the United States and on the basis of Bids (Offers) which must conform to the IFB's. Bids must be received and publicly opened in the United States. All awards under IFB's must be consistent with open, competitive and responsive bid procedures.

(b) The terms of all IFB's (including IFB's for ocean freight) must be approved, prior to issuance, by the General Sales Manager, Foreign Agricultural Service, U.S. Department of Agriculture. Also, if an IFB issued by the GOSL requires a performance bond, the requirement must be fair to both buyer and seller. The U.S. Department of Agriculture officials are developing performance bond language which satisfies these concerns and which may be used in commodity IFB's, and these officials will be available to coordinate implementation of this language with designated GOSL purchasing authorities.

(c) Letters of credit for all (100 percent) of ocean freight costs must be opened not later than forty-eight (48) hours prior to vessel presentation for loading, providing for sight payment or acceptance of a draft in U.S. dollars in favor of the ocean transportation supplier on the basis of the tonnage and rates specified in the applicable charter party or booking note. Furthermore, commodity and ocean freight suppliers may refuse to load vessels when acceptable letters of credit for payments of commodity or ocean freight costs are not available at the time of vessel loading. This can result in costly claims by vessel owners (demurrage) and by commodity suppliers (carrying charges). If an ocean freight contract provides for demurrage/dispatch, ninety (90) percent of the ocean freight must be paid promptly on arrival of the cargo. The remaining ten (10) percent, less dispatch if any, should be paid promptly to the carrier upon completion of the laytime statement. If there is any dispute as to the amount of dispatch, the vessel owner should receive that portion of the final ten (10) percent which is not in dispute. Claims against the carrier for damaged or lost cargo should be pursued through normal channels and not deducted from the ocean freight payments.

(d) Commissions, fees or other payments to any selling agent, employed or engaged by the supplier to obtain a contract, are prohibited in any purchase of food commodities under Title I agreements.

(e) If the GOSL nominates a purchasing or shipping agent to procure commodities or arrange ocean transportation under the Agreement, the GOSL must notify the General Sales Manager, Foreign Agricultural Service, U.S. Department of Agriculture, in writing of such a nomination and attach a copy of the proposed agency agreement. All purchasing and shipping agents must be approved by the General Sales Manager, Foreign Agricultural Service, U.S. Department of Agriculture, in accordance with regulatory standards designed to eliminate certain potential conflicts of interest.

(4) Instructions to contact the Program Operations Division, Export Credits Section, Foreign Agricultural Service, U.S. Department of Agriculture (Telephone: (Area Code 202) 447-5780) for further assistance in implementing the Agreement.

IV. COMPLIANCE AND REPORTING

The representatives of both Governments recognize that compliance with the terms of the Agreement and appropriate reporting on progress is an essential part of any PL 480 Title I sales program; timely reporting from the recipient country is especially important because information in these reports, which is presented to the U.S. Congress on a regular schedule, is used to evaluate the potential for further joint cooperation in programs assisted with PL 480 Title I resources. Accordingly, the GOSL accepts the responsibility for the timely submission of the following reports: Compliance Progress; Shipping and Arrival Information (ADP) Sheets; Self-Help; and Uses of Sales Proceeds, as required under the Standard Provisions of the Agreement. A listing of the timing for submission of these reports to the U.S. Embassy (USAID) is as follows:

(1) Progress Report on Compliance: Quarterly, twenty (20) days after the close of each calender year quarter, i.e., due on January 20, April 20, July 20, and October 20.

(2) Progress Report on Self-Help: Annually, forty-five (45) days after the close of each U.S. fiscal year, i.e., due on November 15.

(3) Shipping and Arrival Information (ADP) Sheets: For each shipment, ten (10) days after receiving from the U.S. Embassy (USAID) the pertinent sheet covering each shipment.

(4) Use of Sales Proceeds: Bank of Sierra Leone statements on the PL 480 Title I special account will be submitted quarterly.

It is agreed that compliance certification will require a strengthening of management and of procedures used in the implementation of this program by: (a) defining the joint approval and periodic progress evaluation of development projects supported with the local currency generated by the sale of the Title I commodities; and (b) improving the management controls and auditing programs governing the financial transactions for the generated funds.

Accordingly, it is agreed that existing procedures will be examined and revised jointly by the GOSL and the USAID prior to the arrival of commodities procured under the Agreement and that representatives of the USG will be allowed reasonable access to examine the receipt, storage and distribution of the commodities purchased under the Agreement, as well as financial records and transactions pertaining to the disbursements of the local currency generated under the Agreement.

For matters of consultation, advice and compliance certification related to the Agreement, it is agreed that the Ministry of Development and Economic Planning is the designated authority of the Government of the Republic of Sierra Leone.

Theresa A. Healy
Ambassador
Embassy of the United States
of America in Sierra Leone

Sheka H. Kanu
Minister
Ministry of Development
and Economic Planning
Republic of Sierra Leone

(PO 1985 48-730 (12800)

10517

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10517

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AGRICULTURE

Mediterranean Fruit Fly

Agreement Between the UNITED STATES OF AMERICA and MEXICO

Extending the Agreement of October 22, 1981

Signed at Mexico September 29, 1982

S9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89–497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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MEXICO

Agriculture: Mediterranean Fruit Fly

Agreement extending the agreement of October 22, 1981.
Signed at Mexico September 29, 1982;
Entered into force September 29, 1982.

United States Department of Agriculture,
Animal and Plant Health Inspection Service,
Washington, DC 20250

ACCOUNTING CODE: 35286-02505

Secretaría de Agricultura y
Recursos Hidráulicos de México
Programa—Moscamed
México, México
State of Chiapas

The Plant Protection and Quarantine of this Service desires to renew Cooperative Agreement No. 12-16-5-2478 [1] which is being renumbered as: 12-16-86-043 for the period October 1, 1982 through September 30, 1983.

This renewal is contingent upon the passage by the Congress of an appropriation from which expenditures thereunder legally may be met and shall not obligate the United States upon failure of the Congress to so appropriate. Furthermore, Federal obligations under this agreement shall be in accordance with the approved program narrative *(work plan)* and financial plan prepared for the period covered.

We would appreciate your concurrence in this renewal by signing and returning the original and one copy of this letter to the return address shown below. One signed copy should be retained for your files.

Reimbursement by the Service for the period covered by this renewal, shall be in an amount mutually agreeable.

GEORGE E. CAVIN
LAR-Regional Director

Concurred in:

J. HENDRICHS
Jorge P. Hendrichs.
National Coordinator Medfly Program.

Return to:
USDA-APHIS-PPQ-LAR
Regional Office
Apartado postal 815
Monterrey, N.L. Mexico

[1] Signed Oct. 22, 1981. TIAS 10373; 33 UST.

GPO 1985 48-731 (12800)

10518

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10518

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CEMETERY

Custodian's House

Agreement Between the
UNITED STATES OF AMERICA
and PANAMA

Effected by Exchange of Notes
Signed at Panama September 29 and 30, 1982

S9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89-497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

For sale by the Superintendent of Documents, U.S. Government Printing Office
Washington, D.C. 20402

PANAMA

Cemetery: Custodian's House

Agreement effected by exchange of notes
Signed at Panama September 29 and 30, 1982;
Entered into force September 29, 1982.

The American Chargé d'Affaires ad interim to the Panamanian Acting Minister of Foreign Relations

Panama, September 29, 1982

No. 101

Excellency:

I have the honor to refer to Paragraph 5(c) of Annex B of the Agreement in Implementation of Article IV of the Panama Canal Treaty,[1] which prohibits the United States from constructing new housing units in Military Areas of Coordination, among which is the Corozal Cemetery, described in a general way in Paragraph 3(a)(i)(ccc) of Annex A of the above mentioned Agreement and Attachments 1, 18 and 23 of the 1977 Canal Treaty.

My Government wishes to inform your Government of the need to adopt measures to improve the administration, maintenance and preservation of the Corozal Cemetery, for which it considers it necessary to construct a custodian's house within the Cemetery area.

Hence, on behalf of my Government I wish to submit for the consideration of the Panamanian Government a request for permission for the United

His Excellency

José M. Cabrera Jované,

Acting Foreign Relations Minister,

Panama, Republic of Panama.

[1] Signed Sept. 7, 1977. TIAS 10032; 33 UST.

States Government to build the referenced house in the Corozal Cemetery, with the understanding that such authorization constitutes an exception to the prohibition established in Paragraph 5(c) of Annex B of the Agreement in Implementation of Article IV, and that this housing unit conform to Panamanian laws and regulations.

For such purposes, and in light of the above, I propose that our Governments agree to make a limited exception to the stipulation contained in Paragraph 5(c) of Annex B of the Agreement in Implementation of Article IV of the Panama Canal Treaty, and authorize the United States to construct a house in the Corozal Cemetery for the use of the Custodian.

If the above proposal is acceptable to the Government of Panama, I have the honor to suggest that this note and the affirmative reply of Your Excellency constitute an agreement between our two Governments on the subject, which takes effect on this date.

Accept, Excellency, the renewed assurances of my highest esteem and consideration.

Melville E. Blake, Jr.
Chargé d'Affaires

The Panamanian Acting Minister of Foreign Relations to the American Chargé d'Affaires ad interim

República de Panamá

Ministerio de Relaciones Exteriores
Despacho del Ministro
D. M. No. 216

Panamá, R. de P.
30 de septiembre de 1982

Señor Encargado de Negocios:

Tengo el honor de acusar recibo de la Nota de Su Señoría N°101, con fecha 29 de septiembre de 1982, que dice lo siguiente:

"Excelencia:

Tengo el honor de dirigirme a Vuestra Excelencia para referirme al Parágrafo 5(c) del Anexo B del Acuerdo para la Ejecución del Artículo IV del Tratado del Canal de Panamá, que le prohibe a los Estados Unidos de América la construcción de nuevas unidades de vivienda en las Areas de Coordinación Militar, entre las cuales se encuentra el Cementerio de Corozal, descrito de manera general en el Parágrafo 3(a)(i)(ccc) del Anexo A del antes mencionado Acuerdo y en los Adjuntos 1, 18 y 23 al Tratado del Canal de 1977.

Mi Gobierno desea expresar al Gobierno de Vuestra Excelencia la necesidad de adoptar medidas para la mejor administración, mantenimiento y conservación del Cementerio de Corozal, para lo cual estima necesario la construcción de una unidad de vivienda para un guardián dentro del área del Cementerio.

Así mismo, en nombre de mi Gobierno deseo someter a la consideración del Gobierno de Panamá, la solicitud de autorización al Gobierno de los Estados Unidos de América para construir la referida unidad de vivienda en el Cementerio de Corozal, en el entendimiento que tal autorización constituye una excepción a la prohibición establecida en el Parágrafo 5(c) del Anexo B del Acuerdo para la Ejecución del Artículo IV, y que dicha obra se realizará conforme a las disposiciones legales y reglamentarias de la República de Panamá.

Para

Su Señoría
Melville E. Blake, Jr.,
Encargado de Negocios
Embajada de los Estados Unidos de América,
Ciudad.

"Para tales propósitos, en virtud de lo antes expuesto, propongo que nuestros dos Gobiernos acuerden que se haga una excepción limitada a la estipulación contenida en el Parágrafo 5(c) del Anexo B, del Acuerdo para la Ejecución del Artículo IV del Tratado del Canal de Panamá, y se autorice a los Estados Unidos a construir una vivienda en el Cementerio de Corozal, para uso del Guardián.

Si la propuesta anterior fuera aceptable al Gobierno de la República de Panamá, tengo el honor de sugerir que esta nota y la respuesta afirmativa de Vuestra Excelencia constituyan un acuerdo entre nuestros dos Gobiernos sobre la materia, el cual entrará en vigor en esta fecha.

Acepte, Excelencia, las renovadas seguridades de mi más alta y distinguida consideración".

Tengo el honor de confirmar que mi Gobierno está de acuerdo con la propuesta que antecede y que la nota de Su Señoría y esta nota, constituyen un Acuerdo entre nuestros dos Gobiernos, que estará en vigor en esa fecha, 29 de septiembre de 1982.

Acepte, Vuestra Señoría, las seguridades de mi distinguida consideración.

JOSE MARIA CABRERA F.
Ministro Encargado de Relaciones Exteriores.

TRANSLATION

Republic of Panama
Ministry of Foreign Relations

No. 216

Panama, September 30, 1982

Sir:

I have the honor to acknowledge receipt of your note No. 101 of September 29, 1982, which reads as follows:

[For the English language text, see pp. 2-3.]

I have the honor to confirm that my Government accepts the foregoing proposal and agrees that your note and this reply shall constitute an agreement between our two Governments, entering into force on September 29, 1982.

Accept, Sir, the assurances of my high consideration.

J M Cabrera J.

Jose Maria Cabrera J.
Acting Minister of Foreign Relations

The Honorable
Melville E. Blake, Jr.,
Charge d'Affaires,
Embassy of the United States of America,
Panama.

GPO: 1985 48-732 (12800)

10519

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10519

NARCOTIC DRUGS

Additional Cooperative Arrangements to Curb Illegal Traffic

Agreement Between the
UNITED STATES OF AMERICA
and MEXICO

Amending the Agreement of
December 2, 1980

Effected by Exchange of Letters
Signed at Mexico April 2, 1982

S9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89-497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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MEXICO

Narcotic Drugs: Additional Cooperative Arrangements to Curb Illegal Traffic

Agreement amending the agreement of December 2, 1980.
Effected by exchange of letters
Signed at Mexico April 2, 1982;
Entered into force April 2, 1982.

The American Ambassador to the Mexican Attorney General

EMBASSY OF THE

UNITED STATES OF AMERICA

MEXICO

April 2, 1982

OFFICE OF THE AMBASSADOR

His Excellency
Licenciado Oscar Flores
Attorney General of the Republic
E.C. Lazaro Cardenas No. 9
Mexico 1, D.F.

Dear Mr. Attorney General:

In confirmation of recent conversations between officials of our two governments relating to the cooperation between Mexico and the United States to curb the illegal traffic in narcotics, I am pleased to advise you that the Government of the United States, represented by the Embassy of the United States of America, is willing to enter into additional cooperative arrangements with the Government of Mexico, represented by the Office of the Attorney General, and to increase by U.S. $150,000 the funding provided by our exchange of letters dated December 2, 1980,[1] and subsequent amendments. It is further understood that the purpose of these funds is for opium poppy eradication and narcotics interdiction.

The Government of the United States therefore agrees to insert after the third paragraph of our letter dated December 2, 1980, plus subsequent amendments, the following paragraph: "The Government of the United States further agrees to provide U.S. One Hundred and Fifty Thousand Dollars (U.S. $150,000) to finance pilot and instructor/pilot safety training and evaluation of aerial services personnel, said training and evaluations to be conducted by a U.S. contractor selected by the Government of Mexico on the advice and the agreement of the Government of the United States. Said money is provided from funds made available in U.S. Fiscal Year 1982 under project number 312801-0102."

It is understood that the provisions of all previous agreements between the Government of the United States and the Government of Mexico in relation to the narcotics control effort of the Government of Mexico remain in full force and effect, and applicable to this agreement unless otherwise expressly modified herein.

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[1] TIAS 10106; 33 UST.

If the foregoing is acceptable to the Government of Mexico, this letter and your reply will constitute an agreement between our two governments.

I take this opportunity to reiterate to you the assurance of my highest consideration and personal esteem.

JOHN GAVIN
John Gavin

The Mexican Attorney General to the American Ambassador

FORMA C.G. 1.A.

PROCURADURIA GENERAL DE LA REPUBLICA

México, D.F., abril 2 de 1982.

EXCELENTISIMO SEÑOR
JOHN GAVIN,
EMBAJADOR EXTRAORDINARIO Y
PLENIPOTENCIARIO DE LOS ESTADOS
UNIDOS DE AMERICA,
Presente.

Me es grato dar respuesta a su atenta comunicación fechada el 2 de los corrientes, cuyo texto traducido al español es el siguiente:

"Confirmando recientes conversaciones entre funcionarios de nuestros gobiernos relativas a la cooperación entre México y los Estados Unidos para frenar el tráfico ilegal de estupefacientes, me complace comunicarle que el Gobierno de los Estados Unidos, representado por la Embajada de los Estados Unidos de América, está dispuesto a entrar en arreglos cooperativos adicionales con el Gobierno de México, representado por la Procuraduría General de la República, y aumentar por - - - - - - U.S.$150,000 los fondos proporcionados por medio de nuestro intercambio de cartas de fecha del 2 de diciembre de 1980 y las enmiendas posteriores. Además se tiene por entendido que el propósito de estos fondos es para la destrucción de amapola de opio y la interceptación de estupefacientes.

El Gobierno de los Estados Unidos, por lo tanto, está de acuerdo en añadir después del tercer párrafo de nuestra carta de fecha 2 de diciembre de 1980, con sus respectivas enmiendas subsiguientes, el siguiente párrafo: "El Gobierno de los Estados Unidos conviene, además, en proveer ciento cincuenta mil dólares (U.S.$150,000) para financiar adiestramiento de seguridad de pilotos y pilotos instructores y evaluación de personal de los servicios aéreos. Dicho adiestramiento y evaluaciones serán impartidos por un contratista norteamericano seleccionado por el Gobierno

de México en consulta y acuerdo con el Gobierno de los Estados Unidos. Este incremento de fondos para proyecto número 312801-0102 proviene de fondos del año fiscal (U.S.) 1982.

Se tiene por entendido que todas las disposiciones restantes de todos los acuerdos previos entre el Gobierno de los Estados Unidos y el Gobierno de México en relación a los esfuerzos del Gobierno de México para frenar el tráfico ilegal de estupefacientes permanecen en pleno vigor y efecto y son aplicables a este Acuerdo a menos de que se modifique expresamente aquí.

Si lo antedicho es aceptable al Gobierno de México, esta carta y su contestación constituirán un acuerdo entre nuestros dos Gobiernos.

Aprovecho esta oportunidad para reiterar a usted las seguridades de mi más alta consideración y estima personal."

Deseo expresar a usted que el Gobierno de México está de acuerdo en los términos de la nota transcrita.

Aprovecho la ocasión para externar a su Excelencia la seguridad de mi más elevada consideración.

SUFRAGIO EFECTIVO. NO REELECCION.
EL PROCURADOR GENERAL DE LA REPUBLICA.

LIC. OSCAR FLORES.

TRANSLATION

United Mexican States

Office of the Attorney General

His Excellency
John Gavin
Ambassador Extraordinary and Plenipotentiary
of the United States of America
Mexico, D.F.

Mexico, D.F., April 2, 1982

Mr. Ambassador:

I am pleased to reply to your letter of April 2, 1982, which, translated into Spanish, reads as follows:

[For the English language text, see pp. 2-3.]

I wish to inform you that the Government of Mexico concurs in the terms of the transcribed letter.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest consideration.

Oscar Flores

Oscar Flores
Attorney General of the Republic

GPO 1985 48-733 (12800)

10520

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10520

AGRICULTURE

Mediterranean Fruit Fly

Agreement Between the
UNITED STATES OF AMERICA
and GUATEMALA

Extending the Agreement of
October 22, 1981

Signed at Guatemala October 1, 1982

S9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89-497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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GUATEMALA

Agriculture: Mediterranean Fruit Fly

Agreement extending the agreement of October 22, 1981.
Signed at Guatemala October 1, 1982;
Entered into force October 1, 1982.

United States Department of Agriculture,
Animal and Plant Health Inspection Service,
Washington, DC 20205

Accounting Code 35286-21505

Ministerio de Agricultura-Guatemala
Comision Moscamed
Guatemala, Centro America

The Plant Protection and Quarantine of this Service desires to renew Cooperative Agreement No. 12-16-5-2481 [1] which is being renumbered as: 12-16-86-044 for the period October 1, 1982 through September 30, 1983.

This renewal is contingent upon the passage by the Congress of an appropriation from which expenditures thereunder legally may be met and shall not obligate the United States upon failure of the Congress to so appropriate. Furthermore, Federal obligations under this agreement shall be in accordance with the approved program narrative *(work plan)* and financial plan prepared for the period covered.

We would appreciate your concurrence in this renewal by signing and returning the original and one copy of this letter to the return address shown below. One signed copy should be retained for your files.

Reimbursement by the Service for the period covered by this renewal, shall be in an amount mutually agreeable.

GEORGE E. CAVIN
LAR—Regional Director

Concurred in:

F J GALVEZ SOBERANIS
Francisco Javier Galvez Soberanis
Contador Público

Return to:
USDA-APHIS-PPQ-LAR
Regional Office
Apartado postal 815
Monterrey, N. L. Mexico

---

[1] Signed Oct. 22, 1981. TIAS 10288; 33 UST.

GPO 1985 48-747 (12800)

AUG 23 1985
10521

S 9.10: 10521

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10521

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ATOMIC ENERGY

Management of Radioactive Wastes

Agreement Between the
UNITED STATES OF AMERICA
and EURATOM

Signed at Brussels October 6, 1982

S 9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89-497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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EURATOM

Atomic Energy: Management of Radioactive Wastes

Agreement signed at Brussels October 6, 1982;
Entered into force October 6, 1982.

AGREEMENT FOR EXCHANGE OF INFORMATION CONCERNING A COOPERATIVE PROGRAM IN THE FIELD OF MANAGEMENT OF RADIOACTIVE WASTES BETWEEN THE UNITED STATES DEPARTMENT OF ENERGY AND THE EUROPEAN ATOMIC ENERGY COMMUNITY

The Department of Energy of the United States of America, (DOE), and the European Atomic Energy Community (EURATOM), acting through and represented by the Commission of the European Communities, hereinafter referred to as the Parties,

having a mutual interest in the development of radioactive waste management techniques;

recognizing the advantages of sharing information derived from their respective experience and capabilities;

noting the statutory authority of DOE to disseminate information related to nuclear energy and

desiring to engage in specific cooperative arrangements to exchange a broad range of information concerning radioactive waste management

have agreed as follows:

ARTICLE 1

The objective of cooperation under this Agreement is to establish, for the mutual benefit of the Parties, a reasonably balanced exchange of information in the area of the management of radioactive wastes. The areas and forms of cooperation are listed under Articles 2 and 3 respectively.

ARTICLE 2

The areas of cooperation covered by this Agreement include (see attachment 1), but are not limited to:

1. Characterization of waste forms;
2. Disposal in geologic formations.

Other areas may be added by the Parties by mutual agreement in writing, pursuant to Article 14, paragraph 1, below.

ARTICLE 3

Cooperation in accordance with this Agreement may include, but is not limited to, the following forms:

1. Exchange of scientists, engineers and other specialists.
   Such exchanges of staff shall be in accordance with Article 9 of this Agreement.
2. Exchange of samples, materials, instruments and components for testing, as agreed in writing by the Parties.
3. Exchange, on a current basis, of scientific and technical information, and results and methods of research and development.
4. The organization of seminars and other meetings on specific agreed topics concerning waste management technologies in the areas listed

in Article 2, in a manner agreed by the Coordinators (Article 4).

5. Short visits by specialist teams or individuals to the research and development facilities of the other Party including in the case of EURATOM such facilities of the Member States which agree thereto. All visits and assignments to the laboratories or facilities of a research institute of a Member State shall require the prior written consent of such institute.

Other specific forms of cooperation may be added by the Parties by mutual agreement pursuant to Article 14, paragraph 1, below, in a writing that includes such matters as patents, exchange of equipment and information disclosure specific to the particular program or project.

ARTICLE 4

1. To supervise the execution of this Agreement, the Parties will name Coordinators. As deemed necessary the Coordinators shall meet to evaluate the status of cooperation under this Agreement. This evaluation shall include a comprehensive review of each Party's radioactive waste management program status plans, an assessment of the balance of exchanges in the various areas of cooperation listed in Article 2, and a consideration of measures required to correct any imbalances. In addition, the Coordinators shall consider and act on any major new proposals for cooperation. These meetings shall be held alternatively in the Community and in the United States.

2. Day to day management of the cooperation under this Agreement shall be carried out by correspondents designated by the Coordinators. The correspondents shall be responsible for the working contacts between the Parties in their respective areas of cooperation.

ARTICLE 5

1. General.

Each Party shall make available to the other Party information which they have the right to disclose and which is either in their possession or available to them. The Parties support the widest possible dissemination of information provided or exchanged under this Agreement, subject to the need to protect proprietary information exchanged hereunder, and to the provisions of Article 7.

2. Definitions, procedures and use of proprietary information.

A. Definitions as used in this Agreement:

(i) The term "information" means scientific or technical data, results or methods of research and development, and any other information intended to be provided or exchanged under this Agreement.

(ii) The term "proprietary information" means information which contains trade secrets or commercial or financial information which is privileged or confidential, and may only include such information which:

a) has been held in confidence by its owner;

b) is of a type which is customarily held in confidence by its owner;

c) has not been transmitted by the transmitting Party to other entities (including the receiving Party) except on the basis that it be held in confidence; and

d) is not otherwise available to the receiving Party from another source without restriction on its further dissemination.

B. Procedures and use of proprietary information

(i) A Party receiving proprietary information pursuant to this Agreement shall respect the privileged nature thereof. Any document which contains proprietary information shall be clearly marked with the following (or substantially similar) restrictive legend:

"This document contains proprietary information furnished in confidence under an Agreement dated 6th October 1982 between the United States Department of Energy and the European Atomic Energy Community and shall not be disseminated outside these organizations, their contractors, licensees and the concerned departments and agencies of the government of the U.S., of the European Atomic Energy Community (EURATOM) and of the Governments of the Member States of Euratom without the prior approval of the Coordinator of the transmitting Party. This notice shall be marked on any reproduction hereof, in whole or in part. These limitations shall automatically terminate when this information is disclosed by the owner without restriction."

(ii) Proprietary information received in confidence under this Agreement may be disseminated by the receiving Party to:

a) persons within the receiving Party, and other concerned Government departments and Government agencies of the receiving Party;

b) prime or subcontractors of the receiving Party located within the geographical limits of the receiving Party's country, for use only within the framework of their contracts with the receiving Party in work relating to the subject matter of the proprietary information;

provided that any proprietary information so disseminated shall be pursuant to an agreement of confidentiality and shall be marked with a restrictive legend substantially identical to that appearing in sub-paragraph 2.B(i) above.

(iii) With the prior written consent of the Party providing proprietary information under this Agreement, the receiving Party may disseminate such proprietary information more widely than otherwise permitted in the foregoing subsection (ii). The Parties shall cooperate with each other in developing procedures for requesting and obtaining prior written consent for such wider dissemination, and each Party will grant such approval to the extent permitted by its own policies, regulations and laws.

C. Each Party shall exercise its best efforts to ensure that pro-

prietary information received by it under this Agreement is controlled as provided herein. If one of the Parties becomes aware that it will be, or may reasonably be expected to become, unable to meet the non-dissemination provisions of this Article, it shall immediately inform the other Party. The Parties shall thereafter consult to define an appropriate course of action.

D. Information arising from seminars and other meetings arranged under this Agreement and information arising from the attachments of staff and use of facilities shall be treated by the Parties according to the principles specified in this Article; provided, however, no proprietary information orally communicated shall be subject to the limited disclosure requirements of this Agreement unless the individual communicating such information places the recipient on notice as to the proprietary character of the information communicated.

E. Nothing contained in this Agreement shall preclude the use or dissemination of information received by a Party through arrangements other than those provided for under this Agreement.

ARTICLE 6

Information transmitted by one Party to the other Party under this Agreement shall be accurate to the best knowledge and belief of the Transmitting Party, but the Transmitting Party does not warrant the suitability of the information transmitted for any particular use or application by the Receiving Party or by any third party. Information developed jointly by the Parties shall be accurate to the best knowledge and belief of both Parties. Neither Party warrants the accuracy of the jointly developed information or its suitability for any particular use or application by either Party or by any third party.

ARTICLE 7

1. With respect to any invention or discovery conceived or first actually reduced to practice in the course of or under this Agreement:

a) If conceived or first actually reduced to practice by personnel of one Party (the Assigning Party) or its contractors while assigned to the other Party (Recipient Party) or its contractors in connection with exchanges of scientists, engineers and other specialists, the Recipient Party shall acquire all right, title and interest in and to any such invention or discovery in all countries subject to a non-exclusive, irrevocable, royalty-free license in all such countries to the Assigning Party, with the right of the Assigning Party to grant sublicenses, under any such invention or discovery and any patent application, patent or other protection relating thereto.

b) If conceived or first actually reduced to practice by a Party or its contractors as a direct result of employing information which has been communicated to it under this Agreement by the other Party or its contractors or communicated during seminars or other joint meetings, the Party making the invention shall acquire all right, title and interest in and to such invention or discovery in all countries, subject to a grant to the other Party of a royalty-free, non-exclusive, irrevocable license, with the right of the other Party to grant sublicenses, in and to any such invention or discovery and any patent application, patent or other protection relating thereto, in all countries.

c) With regard to exchange of samples, materials, instruments, and components for testing, the Recipient Party shall have the same rights as the Recipient Party as set forth in paragraph a) above and the Assigning Party shall have the same rights as the Assigning Party as set forth in paragraph a) above.

2. Each Party shall, without prejudice to any rights of inventors or authors under the laws of its country, take all necessary steps to provide the cooperation from its inventors and authors required to carry out the provisions of Articles 7 and 8. None of the Parties shall assume the responsibility to pay awards or compensation required to be paid to the nationals of the other Party according to the laws of the country of that other Party.

ARTICLE 8

Copyrights of the Parties or of cooperating organizations and persons shall be accorded treatment consistent with internationally recognized standards of protection. As to copyrights on materials within the scope of paragraph 1 of Article 5 owned or controlled by a Party, that Party shall make efforts to grant to the other Party a license to reproduce copyrighted material.

ARTICLE 9

1. Whenever an exchange of staff is contemplated under this Agreement, each Party shall ensure that qualified staff are selected for attachment to the other Party.

2. Each such attachment of staff shall be the subject of a detailed separate attachment agreement between the Parties.

ARTICLE 10

The provisions of this Agreement shall not affect the rights or duties of the Parties hereto under other agreements or arrangements. This Agreement also in no way precludes commercial firms or other legally

constituted enterprises in each of the two countries from engaging in commercial dealings in accordance with the applicable laws of each country, nor does it preclude the Parties from engaging in activities with other governments or persons.

ARTICLE 11

Compensation for damages incurred during the implementation of this Agreement shall be in accordance with the applicable laws of the countries of the Parties.

ARTICLE 12

Cooperation under this Agreement shall be in accordance with laws of the respective countries and the regulations of the respective Parties. All questions related to the Agreement arising during its term shall be settled by the Parties by mutual agreement.

ARTICLE 13

The implementation of this Agreement will be subject to the availability of appropriated funds. Except when otherwise specifically agreed at the time, all costs resulting from cooperation under this Agreement shall be borne by the Party that incurs them.

ARTICLE 14

1. This Agreement shall enter into force upon signature and, subject to paragraph 2 of this Article, shall continue for a five (5)-year period, and may be amended or extended by mutual written agreement of

the Parties. This Agreement may be extended subject to agreement by the Parties following a review of accomplishments under the Agreement.

2. This Agreement may be terminated at any time at the discretion of either Party, upon six (6) months advance notification in writing by the Party seeking to terminate the Agreement. Such termination shall be without prejudice to the rights which may have accrued under this Agreement to either Party up to the date of such termination.

3. In the event that, during the period of this Agreement the nature of either Party's radioactive waste management program should change substantially whether this be by substantial expansion, reduction, transformation or amalgamation of major elements with the radioactive waste management program of a third party, either Party shall have the right to request revisions in the scope and/or terms of this Agreement. Revisions shall become the subject of an amendment to the Agreement according to the provisions of Article 14, paragraph 1, above.

4. All efforts and experiments not completed at the expiration or termination of this Agreement may be continued until their completion under the terms of this Agreement.

ARTICLE 15

This Agreement shall apply in so far as the European Atomic Energy Community is concerned, to the territories in which the Treaty establishing the European Atomic Energy Community[1] is applied and under the conditions laid down in that Treaty.

[1] Done Mar. 25, 1957, 298 UNTS 169.

Done in duplicate at Brussels this 6th day of October, 1982.

DEPARTMENT OF ENERGY OF THE
UNITED STATES OF AMERICA

[1]

EUROPEAN ATOMIC ENERGY COMMUNITY,
Represented by the Commission of
the European Communities

[2]

[1] George S. Vest.
[2] L. Haferkamp.

ATTACHMENT 1

Radioactive waste management co-operation
between US-DOE and EURATOM

Scientific areas of co-operation

1. Characterisation of waste forms;

2. Disposal in geologic formations (including disposal in crystalline rocks, salt and argillaceous formations as well as disposal in the sea bed);

2.1. Characterisation of site including research in deep drillings;

2.2. Underground experimental rooms/shafts and associated research;

2.3. Additional barriers, backfilling and sealing materials;

2.4. Characterisation, before and after disposal, of the internal equilibria of rock formations; modelling;

2.5. Radionuclides migration and modelling;

2.6. Risk analysis;

2.7. Repository design;

2.8. Basic studies of general interest and development of new methods for assessment and characterisation of sites.

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TECHNICAL COOPERATION

Solar Energy

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Agreement Between the
UNITED STATES OF AMERICA
and SAUDI ARABIA

Extending the Agreement of
October 30, 1977

Signed at Washington October 8, 1982

S. 9. 10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89-497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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Washington, D.C. 20402

SAUDI ARABIA

Technical Cooperation: Solar Energy

Agreement extending the agreement of October 30, 1977.
Signed at Washington October 8, 1982;
Entered into force October 8, 1982.

EXTENSION OF THE PROJECT AGREEMENT BETWEEN THE
UNITED STATES DEPARTMENT OF ENERGY AND
THE UNITED STATES DEPARTMENT OF THE TREASURY; AND
THE SAUDI ARABIAN NATIONAL CENTER
FOR SCIENCE AND TECHNOLOGY AND THE SAUDI ARABIAN
MINISTRY OF FINANCE AND NATIONAL ECONOMY FOR
COOPERATION IN THE FIELD OF SOLAR ENERGY

WHEREAS the Government of the United States of America and the Government of the Kingdom of Saudi Arabia signed a Technical Cooperation Agreement on February 13, 1975, which was extended for five years, beginning February 13, 1980;[1]

WHEREAS under the auspices of the above agreement a Project Agreement Between the United States Department of Energy (DOE) and the United States Department of the Treasury (Treasury), jointly, and the Saudi Arabian National Center for Science and Technology (SANCST) and the Saudi Arabian Ministry of Finance and National Economy (MFNE), jointly, (the Agencies) for cooperation in the Field of Solar Energy (the Project Agreement) was signed on October 30, 1977[2] and entered into force, for five years, beginning January 18, 1978;

WHEREAS an Addendum to the Project Agreement entered into force in 1979;[3]

WHEREAS the Agencies wish to extend the period that the Project Agreement and the Addendum remain in effect in order to continue cooperating in the field of solar energy;

WHEREAS Article 8, Paragraph 2, of the Project Agreement provides for amendment or extension of the Agreement by the mutual written consent of the Agencies;

[1] TIAS 8072, 9691, 9867; 26 UST 880; 31 UST 5889; 32 UST.
[2] TIAS 9077; 29 UST 4730.
[3] Not printed.

IT IS HEREBY AGREED AS FOLLOWS:

The Project Agreement between the Agencies and the Addendum are extended for a period of thirty-six months, until January 18, 1986, unless terminated earlier in accordance with Article 8, Paragraph 3, of the Project Agreement.

All other provisions of the Project Agreement and Addendum remain in effect without change.

This Agreement may be amended or extended from time to time by mutual consent of the Agencies.

This Agreement is executed the 8th day of October, 1982 in Washington, District of Columbia, the United States of America.

Government of the United States of America	Government of the Kingdom of Saudi Arabia
[1]	[3]
Department of the Treasury	Ministry of Finance and National Economy
[2]	[4]
Department of Energy	National Center for Science and Technology

[1] Donald T. Regan.
[2] Henry E. Thomas.
[3] H. E. Mohammed Abalkhail.
[4] Rida M. S. Obaid.

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POSTAL

INTELPOST Field Trial

Memorandum of Understanding,
With Details of Implementation,
Between the
UNITED STATES OF AMERICA
and ARGENTINA

Signed at Washington and Buenos Aires
August 24, September 16 and October 12, 1982

S9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89-497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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Washington, D.C. 20402

ARGENTINA

Postal: INTELPOST Field Trial

Memorandum of understanding, with details of implementation, signed at Washington and Buenos Aires August 24, September 16 and October 12, 1982;
Entered into force November 1, 1982.

READEX FICHE best copy available

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE POSTAL ADMINISTRATIONS OF ARGENTINA AND OF

THE UNITED STATES OF AMERICA

CONCERNING THE OPERATION OF THE INTELPOST FIELD TRIAL

TABLE OF CONTENTS

ARTICLE	TITLE
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2	Definition of Terms
3	Description of the Service
4	Charges to be Collected from the Sender
5	Compensation for Imbalance
6	Conditions of Acceptance
7	Transmittal Instruction Sheet
8	Prohibitions
9	Treatment of Items Wrongly Accepted
10	Undeliverable Items
11	Inquiries
12	Liability of Administrations
13	Temporary Suspension and Resumption of the Service
14	Implementation of the Memorandum of Understanding
15	Application of the Convention
16	Amendment
17	Effective Date and Duration of the Memorandum of Understanding

The postal administrations of Argentina and the United States of America, desiring to initiate on an experimental basis and in accordance with Article 6 of the Universal Postal Convention[1] a service for the exchange of messages transmitted by electronic means, have agreed as follows:

ARTICLE 1

PURPOSE OF THE UNDERSTANDING

A postal service for the electronic transmission of messages, known as INTELPOST, will be provided on an experimental basis between the postal administrations of Argentina and of the United States of America through their designated facilities, in order to assess its long term feasibility and market potential.

[1] TIAS 9972; 32 UST.

ARTICLE 2

DEFINITION OF TERMS

As used herein the following terms have the indicated meanings:

1. Administration - an abbreviated form used to refer to one of the postal administrations agreeing to this Memorandum of Understanding.

2. Articles and paragraphs - articles and paragraphs of this Memorandum of Understanding.

3. Convention - the Universal Postal Convention adopted by the Congress of the Universal Postal Union and as adopted by the administrations agreeing to this Memorandum of Understanding.

4. Detailed Regulations of the Convention - the Detailed Regulations of the Universal Postal Convention enacted by the Congress of the Universal Postal Union.

5. INTELPOST service (as established by this Memorandum of Understanding) - a postal service which utilizes a digital network to transmit by electronic means messages and documents submitted by customers of either administration for postal delivery to an addressee in the other postal service.

6. INTELPOST Item - an item sent in the INTELPOST service whether in physical or abstract form.

7. References to the regulations of either administration or to its internal legislation are to the legislation or general regulations governing the matter in question which are applicable regardless of the administration of origin.

ARTICLE 3

DESCRIPTION OF THE SERVICE

1. Each postal administration offers its customers a basic INTELPOST service. This service consists of the electronic transmission of messages or documents (whether in physical or abstract form) and their physical delivery by the administration of destination either across the counter at an INTELPOST Service Center or in accordance with such procedures for the delivery of international or domestic letter post items as may be established by the administration of destination.

2. Initially, the administrations agree to offer only the basic INTELPOST service, but they may subsequently agree by an exchange of correspondence to provide optional services.

ARTICLE 4

CHARGES TO BE COLLECTED FROM THE SENDER

1. Each administration establishes the charges to be collected from its senders for sending items in the service.

2. All charges thus established are fully pre-paid by the sender.

3. INTELPOST items sent by postal administrations in relation to INTELPOST matters are exempt from all charges.

ARTICLE 5

COMPENSATION FOR IMBALANCES

During the period of the field trial no payments are made for any imbalance in the basic service. Any agreement to provide optional services may include provisions either for imbalance payments or reimbursement for optional service.

ARTICLE 6

CONDITIONS OF ACCEPTANCE

1. Except as provided for in paragraph 2 of this article, in order to be accepted in the INTELPOST service an item must:

   a) be of sufficient quality to ensure satisfactory transmission; and,

   b) be accompanied by the transmittal instruction sheet referred to in Article 7.

2. If an item is tendered for transmission and the sender is advised that it is not likely to reproduce satisfactorily, it will nevertheless be sent:

   a) if the sender so wishes and the other conditions of acceptance are met; and

   b) provided the sender acknowledges that he has been informed that reproduction may be unsatisfactory and that he will refrain from making any claim in that regard against either administration.

ARTICLE 7

TRANSMITTAL INSTRUCTION SHEET

1. A transmittal instruction sheet in the form of the specimen annexed to this Memorandum of Understanding as Attachment 1[1] must be completed for each item sent in the INTELPOST service.

2. It must bear the name and complete address of the sender and of the addressee (including postal code). If optional services are agreed upon, the transmittal sheet must also show which such services are requested by the sender.

ARTICLE 8

PROHIBITIONS

The provisions of the Universal Postal Convention governing prohibitions are applicable to the contents of items submitted for transmission in the INTELPOST service.

[1] See p. 36.

ARTICLE 9

TREATMENT OF ITEMS WRONGLY ACCEPTED

1. When an item containing a message or illustration prohibited under Article 8 has been transmitted in the INTELPOST service, the prohibited message or illustration is dealt with according to the domestic legislation of the receiving administration.

2. When such an item is neither delivered to the addressee nor returned to origin, the administration of origin is informed of how the item has been dealt with, and of the restriction or prohibition which required such treatment.

ARTICLE 10

UNDELIVERABLE ITEMS

1. After every reasonable effort to deliver an item has proven unsuccessful, the item is returned to the INTELPOST Service Center designated by the Administration of destination which ensures that the item is disposed of in accordance with its regulations concerning mail that can neither be forwarded to the addressee nor returned to the sender.

2. Each postal administration submits to the other as necessary a daily report transmitted by INTELPOST listing those items received which could not be delivered. Each undeliverable item is identified in the report by its INTELPOST identification number including date and time of origin.

ARTICLE 11

INQUIRIES

1. Each administration answers in the shortest possible time, not to exceed 7 days, inquiries relating to any INTELPOST item sent by the other administration.

2. Inquiries are accepted only within a period of 7 days from date the item was sent.

ARTICLE 12

LIABILITY OF ADMINISTRATIONS

Each administration decides its own compensation policy in the case of loss, damage, theft or delay. Payment of compensation, if any, is to be the sole responsibility of the administration of origin. Neither administration may claim indemnification from the other administration.

ARTICLE 13

TEMPORARY SUSPENSION AND RESUMPTION OF THE SERVICE

Whenever serious operational difficulties arise in either administration which in its opinion preclude the uninterrupted operation of the service, operations may be temporarily suspended provided that:

a) upon suspension of the service the suspending administration notifies the other as soon as possible;

b) every effort is made to minimize the duration of the suspension;

c) upon resumption of the service, the resuming administration notifies the other as soon as possible; and

d) specifically, the INTELPOST center of the resuming administration notifies the receiving INTELPOST center.

ARTICLE 14

IMPLEMENTATION OF THE MEMORANDUM OF UNDERSTANDING

In order to give effect to this Memorandum of Understanding, Details of Implementation are drawn up and annexed hereto. In addition, each administration may adopt implementing rules and regulations for its internal operation of the service not inconsistent with this Memorandum of Understanding or its Details of Implementation.

ARTICLE 15

APPLICATION OF THE CONVENTION

The Universal Postal Convention or its Detailed Regulations apply, where appropriate, by analogy, in all cases not expressly covered by this Memorandum of Understanding or its Details of Implementation.

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ARTICLE 16

AMENDMENT

The Memorandum of Understanding and its Details of Implementation may be modified by mutual agreement on the basis of an exchange of letters, to which the text of the modified articles is annexed.

ARTICLE 17

EFFECTIVE DATE AND DURATION OF

THE MEMORANDUM OF UNDERSTANDING

1. This Memorandum of Understanding takes effect on the date mutually agreed upon by the administrations.[1]

2. It expires at the end of the experimental period, but service will be maintained pending possible acceptance of the permanent operation of this service.*

[1] Nov. 1, 1982.

Done in duplicate and signed at Buenos Aires
on the 16 day of setiembre , 1982,
and at Washington, D.C. on the 24th day
of August , 1982.

FOR THE POSTAL ADMINISTRATION OF ARGENTINA:

Cnl. CARLOS NORBERTO TONE
ADMINISTRADOR GENERAL

FOR THE POSTAL ADMINISTRATION OF THE UNITED STATES OF AMERICA:

[1]
Postmaster General

[1] W. F. Bolger.

DETAILS OF IMPLEMENTATION OF THE MEMORANDUM OF UNDERSTANDING BETWEEN THE POSTAL ADMINISTRATIONS OF ARGENTINA AND OF THE UNITED STATES OF AMERICA CONCERNING THE OPERATION OF THE INTELPOST FIELD TRIAL

The following Details of Implementation of the Memorandum of Understanding between the Postal Administrations of Argentina and the United States of America concerning the operation of the INTELPOST Field Trial have been drawn up in accordance with article 14 of that Memorandum.

ARTICLE 101

INTELPOST SERVICE CENTER

The electronic exchange of INTELPOST items is carried out by the agreed designated INTELPOST Service Centers in Argentina and the United States of America.

ARTICLE 102

INFORMATION TO BE SUPPLIED BY THE ADMINISTRATIONS

1. Each administration notifies the other of:

a) public business hours and the hours (local time) of staffed operation of its INTELPOST Service Center;

b) the cities and areas in its service in which INTELPOST items are delivered, subdivided according to whether the INTELPOST service delivery standard is the day of acceptance, the next business day, or the second business day;

c) the latest time (GMT) for the acceptance of an item requiring a particular day of delivery

d) the necessary information concerning the prohibitions or restrictions governing the entry of INTELPOST items in its service and other areas for which it has INTELPOST responsibility;

e) all charges established under the INTELPOST Memorandum of Understanding; and

f) the forms, labels and other documentation which it requires in its service.

2. Any change of the information listed in paragraph 1 above is communicated immediately in writing to the other administration.

ARTICLE 103

COMPLETION OF TRANSMITTAL INSTRUCTION SHEETS

1. Each administration insures that each transmittal instruction sheet as completed by the sender shows, in Roman letters and Arabic figures, the name and complete address of the sender and of the addressee.

2. The transmittal instruction sheet accompanying an INTELPOST item accepted for transmission at the risk of the sender in accordance with Article 6, paragraph 2 of the Memorandum of Understanding, must bear a suitable endorsement to this effect.

ARTICLE 104

NOTIFICATION OF IRREGULARITIES

Each postal administration immediately notifies the other administration by INTELPOST, telex, or telephone of irregularities in the receipt of items or in the operation of the transmission equipment or circuitry.

ARTICLE 105

SETTLEMENT OF ACCOUNTS

At the end of the INTELPOST field trial, the participating administrations may bill each other in their own currencies for any special services that have been agreed upon and provided.

ARTICLE 106

EFFECTIVE DATE AND DURATION OF THE DETAILS OF IMPLEMENTATION

These Details of Implementation take effect on the same date as the INTELPOST Memorandum of Understanding to which they refer and have the same duration as that Memorandum of Understanding.

encotel
ARGENTINA
MINISTERIO DE ECONOMIA
EMPRESA NACIONAL DE
CORREOS Y TELEGRAFOS

ACUERDO ENTRE LAS ADMINISTRACIONES POSTALES
DE LA REPUBLICA ARGENTINA
Y DE LOS ESTADOS UNIDOS DE AMERICA
RELATIVO A LA OPERACION DEL INTELPOST
SOBRE UNA BASE EXPERIMENTAL

INDICE DE MATERIAS

ARTICULO	TITULO
1	Propósito del Acuerdo.
2	Definición de términos.
3	Descripción del servicio.
4	Tasas a percibir del remitente.
5	Compensación por desequilibrio.
6	Condición de admisión.
7	Hoja de transmisión de instrucciones.
8	Prohibiciones.
9	Tratamiento de envíos aceptados por error.
10	Envíos no distribuibles.
11	Consultas.
12	Responsabilidad de las Administraciones.
13	Suspensión temporaria y reanudación del servicio.
14	Implementación del Acuerdo.
15	Aplicación del Convenio.
16	Enmiendas.
17	Fecha efectiva y duración del Acuerdo.

Las Administraciones postales de la República Argentina y de los Estados Unidos de América, deseando iniciar sobre una base experimental y de acuerdo con el Artículo 6 del Convenio Postal Universal un servicio para el intercambio de mensajes transmitidos por medios electrónicos, han acordado lo siguiente:

ARTICULO 1 - PROPOSITO DEL ACUERDO.

Un servicio postal para la transmisión electrónica de mensajes, conocido como INTELPOST, será provisto sobre una base experimental entre las Administraciones postales de Argentina y Estados Unidos de América a través de sus medios afectados, para medir su posibilidad de alcance y potencial de mercado.

ARTICULO 2 - DEFINICION DE TERMINOS.

Los siguientes términos usados aquí tienen los significados indicados:

1. Administración - una forma abreviada usada para referirse a una de las Administraciones postales signatarias de este Acuerdo.

2. Artículos y párrafos - artículos y párrafos de este Acuerdo.

3. Convenio - el Convenio Postal Universal adoptado por el Congreso de la Unión Postal Universal y a su vez adoptado por las Administraciones signatarias de este Acuerdo.

4. Reglamento de Ejecución del Convenio - el Reglamento de Ejecución del Convenio Postal Universal establecido por el Congreso de la Unión Postal Universal.

5. Servicio INTELPOST (como se establece por este Acuerdo) - un servicio postal que utiliza una red digital para transmitir por medios electrónicos mensajes y documentos presentados por los clientes de cualquiera de las

Administraciones para entrega postal a un destinatario en el otro servicio postal.

6. Envío INTELPOST - un envío expedido en el servicio INTELPOST tanto en forma física o abstracta.

7. Las referencias a los reglamentos de cada Administración o a su legislación interna, serán los reglamentos generales o legislación que gobierne el asunto en cuestión que son aplicables independientemente de la Administración de origen.

ARTICULO 3 - DESCRIPCION DEL SERVICIO.

1. Cada Administración postal ofrece a sus clientes un servicio básico de INTELPOST. Este servicio consiste en la transmisión electrónica de mensajes o documentos (tanto en forma física como abstracta) y su entrega física por la Administración de destino, tanto a través de las ventanillas en un Centro de Servicio INTELPOST o de acuerdo con los procedimientos de entrega de los envíos de correspondencia internos o internacionales que puedan establecerse en la Administración de destino.

2. Inicialmente las Administraciones acuerdan ofrecer solamente el servicio básico INTELPOST, pero pueden posteriormente acordar, mediante un intercambio de notas, proveer servicios adicionales.

ARTICULO 4 - TASAS A PERCIBIR DEL REMITENTE.

1. Cada Administración establece las tasas que percibirá a sus remitentes por expedir envíos en el servicio.

2. Todas las tasas así establecidas son previamente pagadas por completo por el remitente.

3. Los envíos INTELPOST expedidos por las Administraciones postales en relación a los asuntos del INTELPOST, están exentas del pago de todas las tasas.

ARTICULO 5 - COMPENSACION POR DESEQUILIBRIO.

Durante el período de ensayo no se hacen pagos por cualquier desequilibrio en el tráfico del servicio básico.

Todo acuerdo para proveer servicios adicionales puede incluir cláusulas, ya sea para pagos por desnivel o reembolsos por servicios adicionales.

ARTICULO 6 - CONDICIONES DE ADMISION.

1. Con excepción a lo previsto en el párrafo 2 de este artículo, para aceptarse en el servicio INTELPOST un envío, debe:

   a) ser de calidad suficiente para asegurar una transmisión satisfactoria,

   b) estar acompañado por la hoja de transmisión de instrucciones a la que se refiere el artículo 7.

2. Si un envío es ofrecido para transmisión y se le informa al remitente que no es posible reproducirlo satisfactoriamente, será de todas manera enviado:

   a) si el remitente así lo desea y se satisfacen las otras condiciones de admisión,

   b) siempre que el remitente reconozca que ha sido informado de que la reproducción puede no ser satisfactoria y de que se abstendrá de hacer cualquier reclamo al respecto en contra de cualquiera de las Administraciones.

ARTICULO 7 - HOJA DE TRANSMISION DE INSTRUCCIONES.

1. Una hoja de transmisión de instrucciones, según el modelo adjunto a este Acuerdo como Anexo 1, debe completarse para cada envío expedido en el servicio INTELPOST.

2. Debe tener el nombre y dirección completa del remitente y del destinatario (incluyendo código postal). Si se acuerda un servicio adicional, la hoja de transmisión debe también indicar el tipo de servicio solicitado por el remitente.

ARTICULO 8 - PROHIBICIONES.

Las previsiones del Convenio Postal Universal que regulan las prohibiciones, son de aplicación a los contenidos de los envíos presentados para la transmisión en el servicio INTELPOST.

ARTICULO 9 - TRATAMIENTO DE ENVIOS ACEPTADOS POR ERROR.

1. Cuando un envío, conteniendo un mensaje o ilustración prohibida en el artículo 8, ha sido aceptado por error y transmitido en el servicio INTELPOST, el mensaje o ilustración prohibido se tratará de acuerdo a la legislación interna de la Administración de destino.

2. Cuando un envío aceptado por error no es entregado al destinatario ni devuelto a su origen, se informa a la Administración de origen como ha sido tratado el envío, y de la restricción o prohibición que requirió tal tratamiento.

ARTICULO 10 - ENVIOS NO DISTRIBUIBLES.

1. Si después de un esfuerzo razonable la entrega de un envío resultara infructuosa, se devuelve el envío al Centro de Servicio INTELPOST designado por la Administración de destino que asegura que el envío sea tratado de acuerdo con sus reglamentos relativos a los envíos de correspondencia que no pueden ser entregados al destinatario o devueltos al remitente.

2. Cada Administración postal somete a la otra, cuando sea necesario, un informe diario transmitido por INTELPOST con la lista de esos envíos recibidos que no pueden ser entregados. Cada envío no distribuible es señalado en el informe con su número identificatorio de INTELPOST, incluyendo fecha y hora de origen.

ARTICULO 11 - CONSULTAS.

1. Cada Administración contesta en el menor tiempo posible, sin exceder 7 días, consultas relativas a cualquier envío INTELPOST expedido por la otra Administración.

2. Se aceptan consultas solamente dentro de un período de 7 días a partir de la fecha que fué remitido el envío.

ARTICULO 12 - RESPONSABILIDAD DE LAS ADMINISTRACIONES.

Cada Administración decide su propia política de compensación en caso de pérdida, daño, expoliación o demora. El pago de compensación, si hubiere, debe ser solo responsabilidad de la Administración de origen. Ninguna Administración puede reclamar indemnización de la otra Administración.

ARTICULO 13 - SUSPENSION TEMPORARIA Y REANUDACION DEL SERVICIO.

Cuando surjan serias dificultades operacionales en cualquiera de las Administraciones que en su opinión impide la operación ininterrumpida del servicio, las operaciones pueden ser suspendidas temporariamente del servicio siempre que:

a) en la suspensión del servicio la Administración que suspende el servicio notifica a la otra tan pronto como sea posible,

b) se haga el mayor esfuerzo para minimizar la duración de la suspensión.

c) en la reanudación del servicio, la Administración que lo reanuda notifica a la otra tan pronto como sea posible, y

d) específicamente, el centro de INTELPOST de la Administración que lo reanuda notifica al centro receptor de INTELPOST.

ARTICULO 14 - IMPLEMENTACION DEL ACUERDO.

Para darle vigencia a este Acuerdo, se redactan y anexan los Deta

lles de Implementación. Además cada Administración puede adoptar normas de implementación y reglamentos de su operación interna del servicio no incompatibles con este Acuerdo o sus Detalles de Implementación.

ARTICULO 15 - APLICACION DEL CONVENIO.

El Convenio Postal Universal o su Reglamento de Ejecución se aplican, donde corresponda, por analogía, en todos los casos no expresamente previstos por este Acuerdo o sus Detalles de Implementación.

ARTICULO 16 - REFORMA O ENMIENDA.

El Acuerdo y sus Detalles de Implementación pueden modificarse por acuerdo mutuo sobre la base de un intercambio de notas, a las que se anexan el texto de los artículos modificados.

ARTICULO 17 - FECHA EFECTIVA Y DURACION DEL ACUERDO.

1. Este Acuerdo tiene vigencia en la fecha mutuamente acordada por las Administraciones.

2. Expira al término del período experimental pudiendo continuar después en vigencia con el acuerdo inmediato de ambas Administraciones, manteniendo su operación mientras está pendiente la posible aceptación de este servicio en forma permanente.

Confeccionado por duplicado y firmado
en Buenos Aires, el día 16 de setiembre de 1982, y
en Washington,D.C., el día 12 de october de 1982.

POR LA ADMINISTRACION POSTAL ARGENTINA:

POR LA ADMINISTRACION POSTAL DE LOS ESTADOS UNIDOS DE AMERICA:

DETALLES DE IMPLEMENTACION
ACUERDO ENTRE LAS ADMINISTRACIONES POSTALES
DE LA REPUBLICA ARGENTINA
Y DE LOS ESTADOS UNIDOS DE AMERICA
RELATIVO A LA OPERACION DEL INTELPOST
SOBRE UNA BASE EXPERIMENTAL

Los siguientes Detalles de Implementación del Acuerdo entre las Administraciones postales de Argentina y de los Estados Unidos de América relativo a la operación del INTELPOST sobre una base experimental, han sido redactados conforme al artículo 14 de este Acuerdo.

ARTICULO 101 - CENTRO DE SERVICIO INTELPOST.

El intercambio de envíos INTELPOST se efectúa por los Centros de servicio INTELPOST designados en la Argentina y en los Estados Unidos de América.

ARTICULO 102 - INFORMES A SUMINISTRAR POR LAS ADMINISTRACIONES.

1. Cada Administración notifica a la otra:

a) las horas comerciales públicas y las horas (hora local) de operación con personal de su centro de servicio INTELPOST;

b) las ciudades y áreas de su servicio en las cuales se entregan los envíos INTELPOST, subdivididas según si el servicio normal de entrega INTELPOST es en el día de admisión, el día comercial siguiente o el segundo día comercial;

c) la última hora (GMT) para la aceptación de un envío que requiera un particular día de entrega;

d) la información necesaria relativa a prohibiciones o restricciones que regulen el ingreso de los envíos INTELPOST en este servicio y otras áreas que tenga responsabilidad INTELPOST;

e) todas las tasas establecidas según el Acuerdo INTELPOST; y

f) los formularios, etiquetas y otra documentación requeridas en el servicio.

2. Cualquier cambio de la información suministrada en el párrafo 1. anterior

debe ser comunicada inmediatamente por escrito a la otra Administración.

ARTICULO 103 - DILIGENCIAMIENTO DE LA HOJA DE TRANSMISION DE INSTRUCCIONES.

1. Cada Administración asegura que cada hoja de transmisión de instrucciones llenada por el remitente, ostente en caracteres latinos y cifras arábigas, el nombre y dirección completa del remitente y del destinatario.

2. La hoja de transmisión de instrucciones que acompaña un envío INTELPOST aceptado para su transmisión con el riesgo del remitente, conforme el artículo 6, párrafo 2 del Acuerdo, deberá llevar una constancia adecuada para este efecto.

ARTICULO 104 - NOTIFICACION DE IRREGULARIDADES.

La Administración postal notifica inmediatamente a la otra Administración por INTELPOST, télex o teléfono, de las irregularidades en la recepción de envíos o en la operación del equipo de transmisión o circuito.

ARTICULO 105 - ESTABLECIMIENTO DE CUENTAS.

Al finalizar el período de prueba del INTELPOST, las Administraciones postales pueden facturarse una a la otra, en su propia moneda, por servicio de entrega especial que hayan acordado y provisto.

ARTICULO 106 - FECHA EFECTIVA Y DURACION DE LOS DETALLES DE IMPLEMENTACION.

Estos Detalles de Implementación entran en vigencia en la misma fecha que el Acuerdo INTELPOST a los que se refieren, y tienen la misma duración que el Acuerdo.

Anexo 1

EMPRESA NACIONAL DE CORREOS Y TELEGRAFOS

INSTRUCCIONES: Esta hoja de Transmisión debe acompañar su mensaje INTELPOST. Solicitamos verificar las opciones de servicio que usted desearía y dar las informaciones correspondientes. Debe realizar dos copias sin plegar el documento original.

INSTRUCTIONS: This transmittal sheet must accompany the INTELPOST message. Please check processing options desired and complete relevant information. Press hard: you are making two copies. Do not fold original document.

1. Número de páginas / Number of pages ☐☐☐

2. D M AÑO ☐☐☐☐☐☐ Nº B U E R A ☐☐☐

3. Modo de Distribución / Mode of Delivery
☐ A Correo Ordinario / Regular Service ☐ B Expreso / Special Delivery ☐ C Retirado en Ventanilla / Window Pick-Up ☐ D Servicio Especial / Express Mail

4. Dirección / Adressee

7. El material original será: / Original material will be:

☐ A Devuelto al remitente
Por Correo:
Returned to sender for:
○ Ordinario / Regular Service
○ Certificado / Registered
○ Certificado por expreso / Special delivery

☐ B Retirado de la ventanilla
De Imposición
Window Pick-Up

8. Costo / Cost
Páginas / Pages x3 =
Servicio / Service
TOTAL

Iniciales / Initials

9. Observaciones / Observations

5. Riesgos del Expedidor
El expedidor ha sido avisado que la calidad del original no se presta a una transmisión satisfactoria y ha mantenido su envío.

Risk of Sender
The sender has been advised that the quality of the original may not be sufficient for satisfactory transmission but still wishes it sent.

Firma del Expedidor / Signature of Sender

6. Remitente / Sender

Teléfono Nº / Telephone Nº

Firma del Expedidor
Signature of Sender

A: Hoja de Transmisión

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0528

FINANCE

Consolidation and Rescheduling of Certain Debts

Agreement Between the
UNITED STATES OF AMERICA
and LIBERIA

Signed at Monrovia October 19, 1982

and

Agreement signed at Monrovia November 1, 1982

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LIBERIA

Finance: Consolidation and Rescheduling of Certain Debts

Agreement signed at Monrovia October 19, 1982;
Entered into force for the 1982 debt December 22, 1982;
Entered into force for the 1982/1983 debt January 25, 1983.
And agreement signed at Monrovia November 1, 1982;
Entered into force December 22, 1982.

READEX FICHE best copy available

AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND THE REPUBLIC OF LIBERIA REGARDING THE CONSOLIDATION AND RESCHEDULING OF CERTAIN DEBTS OWED TO, OR GUARANTEED BY THE UNITED STATES GOVERNMENT AND ITS AGENCIES

The United States of America (the "United States") and the Republic of Liberia ("Liberia") agree as follows:

ARTICLE I

Application of the Agreement

1. In accordance with the recommendations contained in the Agreed Minute on the Consolidation of Liberia's Debts, signed in Paris on December 16, 1981, among representatives of certain nations, including the United States, and agreed to by the representative of Liberia, hereinafter referred to as the "Minute" and annexed hereto as Annex D, the United States and Liberia hereby agree to consolidate and reschedule certain Liberian debts which are owed to or guaranteed by the United States or its Agencies, as provided for in this Agreement.

2. This Agreement shall be implemented by three separate agreements (the "Implementing Agreements"), between Liberia and the United States, with respect to PL-480[1] Agreements, and between Liberia and each of the following United States Agencies: the Agency for International Development and the Department of Defense. The Department of Defense will include in its Implementing Agreement amounts which it will pay the Federal Financing Bank pursuant to contracts of guaranty covering Contracts between the Federal Financing Bank and Liberia.

[1] 68 Stat. 455; 7 U.S.C. § 1701 *et seq.*

ARTICLE II

Definitions

1. "Contracts" means those agreements or other financial arrangements listed in Annex A which have maturities falling due during the First and Second Consolidation Periods and which relate to:

   (a) Commercial credits extended to the Government of Liberia or guaranteed by the Government of Liberia, and which are guaranteed by the United States or its Agencies, which credits had original maturities of more than one year and which were extended pursuant to an agreement concluded before January 1, 1980.

   (b) Loans from the United States or its Agencies to the Government of Liberia or guaranteed by the Government of Liberia, which loans had original maturities of more than one year and which were extended pursuant to an agreement concluded before January 1, 1980.

2. "Debt" means the sum of principal, interest and fees falling due during the First and Second Consolidation Periods and not yet paid with respect to the Contracts.

3. "Consolidated Debt" means ninety percent of the dollar amount of the Debt. "Non-consolidated Debt" means the remaining ten percent of the Debt.

4. The "First Consolidation Period" means the period from January 1, 1982 through September 30, 1982. The "Second Consolidation Period" means the period October 1, 1982 through June 30, 1983.

5. "Interest" means interest on Debt due and payable in accordance with the terms of the Agreement and on any due and unpaid Interest accruing thereon. Interest shall begin to accrue at the rates set forth in this Agreement on the respective due dates specified in each Contract for each scheduled payment of Debt and shall continue to accrue on the outstanding balance of the Debt, including any due but unpaid installments of Debt, until such outstanding balances are repaid in full. Interest shall also begin to accrue at the rates set forth in this Agreement on due but unpaid installments of Interest, beginning on the respective due dates for such Interest installments, as established by this Agreement, and shall continue to accrue until such amounts are repaid in full.

6. "Agency" means: the United States Agency for International Development and the United States Department of Defense.

ARTICLE III

Terms and Conditions of Payment

1. Liberia agrees to repay the Consolidated Debt in United States dollars in accordance with the following terms and conditions:

(a) The Consolidated Debt relating to Debt falling due during the First Consolidation Period, which amounts to approximately $3.0 million, shall be repaid in ten equal and consecutive semi-annual installments of approximately $300 thousand plus Interest. Principal payments are payable on each May 15, and November 15, commencing on November 15, 1986, with the final installment payable on May 15, 1991.

(b) The Consolidated Debt relating to Debt falling due during the Second Consolidation Period, which amounts to approximately $2.7 million, shall be repaid in ten equal and consecutive semi-annual installments of approximately $270 thousand plus Interest. Principal payments are payable on each August 15 and February 15, commencing on August 15, 1987, with the final installment payable on February 15, 1992.

(c) The rate of Interest on Consolidated Debt and on any due but unpaid Interest thereon shall be 3.0 percent per calendar year on the outstanding

balance of such payments due to the Agency for International Development, 3.0 percent per calendar year on the outstanding balance of such payments due to the United States with respect to PL-480 agreements, and 8.0 percent per calendar year on the outstanding balance of such payments due to or guaranteed by the Department of Defense resulting from the First Consolidation Period, and 9.5 percent on such payments resulting from the Second Consolidation Period. All Interest payable with respect to the Consolidated Debt cited in Article III paragraph 1(a) shall be payable semi-annually on May 15 and November 15 of each year commencing on November 15, 1982. All Interest payable with respect to Consolidated Debt cited in Article III paragraph 1(b) shall be payable semi-annually on August 15 and February 15 of each year commencing on August 15, 1983.

(d) A table summarizing the amounts of the Consolidated Debt owed to the United States and to each Agency is attached hereto as Annex B.

2. Liberia agrees to pay the Non-consolidated Debt in United States dollars in accordance with the following terms and conditions:

(a) The Non-consolidated Debt relating to Debt falling due during the First Consolidation Period, which amounts to approximately $340 thousand, shall be repaid in four equal annual payments of approximately $85 thousand each, plus Interest, the first payment to be made on September 30, 1982, and the three following payments to be made respectively on September 30, 1983, September 30, 1984 and September 30, 1985.

(b) The Non-consolidated Debt relating to Debt falling due during the Second Consolidation Period, which amounts to approximately $290 thousand, shall be repaid in four equal annual payments of approximately $73 thousand each, plus Interest, the first payment to be made on June 30, 1983, and the three following payments to be made respectively on June 30, 1984, June 30, 1985 and June 30, 1986.

(c) The rate of Interest on Non-consolidated Debt and on any due but unpaid Interest accruing thereon shall be 3.0 percent per calendar year on the outstanding balance of such payments due to the Agency for International Development, 3.0 percent per calendar year on the outstanding balance of such payments due to the United States with respect to PL-480 agreements, and 8.0 percent per calendar year on the outstanding balance of such payments due to or guaranteed by the Department of Defense resulting from the First Consolidation Period and 9.5 percent on such payments resulting from the Second Consolidation Period. All Interest payable with respect to the Non-consolidated Debt cited in Article III, paragraph 2(a) shall be payable in four payments, with the first payment to be made on September 30, 1982 and successive payments due on September 30, 1983, September 30, 1984, and September 30, 1985. All Interest payable with respect to Non-consolidated Debt cited in Article III, paragraph 2(b) shall be payable in four payments, with the first payment to be made on June 30, 1983, and the three following payments to be made respectively on June 30, 1984, June 30, 1985 and June 30, 1986.

(d) A table summarizing the amounts of Non-consolidated Debt owed to the United States and each Agency is attached hereto as Annex C.

3. It is understood that adjustments may be made, as necessary, in the amounts of Consolidated and Non-consolidated Debt by the Implementing Agreements. In part, this may reflect disbursements on Debt during the Consolidation Periods.

ARTICLE IV

General Provisions

1. Liberia agrees to grant the United States and its Agencies, and to any other creditor which is party to a Contract, treatment and terms no less favorable than that which may be accorded to any other creditor country or its agencies for the rescheduling or refinancing of debts covered by the Minute.

2. Except as they may be modified by this Agreement or subsequent Implementing Agreements, all terms of the Contracts remain unchanged.

ARTICLE V

Entry Into Force

1. This Agreement shall enter into force for debt falling due between January 1, 1982 and September 30, 1982 upon receipt by Liberia of written notice from the United States Government that all necessary legal requirements for entry into force of this Agreement have been fulfilled[1]

2. This Agreement shall be extended for Debt falling due between October 1, 1982 and June 30, 1983, inclusive, upon receipt by Liberia of written notice by the United States Government that the United States considers Liberia to be in compliance with the condition stated in Article IV paragraph 3 of the Minute.[2]

Done at Monrovia, Liberia, in duplicate, this 17th day of October, 1982.

FOR THE UNITED STATES OF AMERICA
William Lacy Swing[3]

FOR THE REPUBLIC OF LIBERIA
[4]

[1] Dec. 22, 1982.
[2] Jan. 25, 1983.
[3] William Lacy Swing.
[4] G. Alvin Jones.

ANNEX A

Loans Subject to Rescheduling

Agency for International Development

Loan Numbers:

669-H-004A	669-H-010	669-H-018
669-H-004B	669-H-011	669-H-019
669-H-005	669-H-012	669-H-020
669-H-006A	669-H-013	669-H-021
669-H-006B	669-H-014	669-T-022
669-H-007A	669-H-015	669-T-024
669-H-007B	669-H-016	669-T-025
669-H-008	669-H-017	669-W-023
669-H-009	669-H-017A	

P.L. 480

Agreements Dated:

January 6, 1966
October 23, 1967
June 24, 1970
April 26, 1972

Department of Defense

Loan Agreements dated:

June 29, 1972 (721D)	September 30, 1977 (771G)
June 28, 1975 (751D)	September 19, 1978 (781G)
June 30, 1976 (761G)	April 19, 1979 (791G)

ANNEX B

Summary of Consolidated Debt*
(millions of U.S. dollars)

	Payments due 1/1/82-9/30/82	Payments due 10/1/82-6/30/87
Agency for International Development	2.06	1.90
PL-480	0.16	0.21
Department of Defense	.81	0.57
TOTAL	3.03	2.68

*Data are rounded and subject to revision per Article III, Paragraph 3. [Footnote in the original.]

ANNEX C

Summary of Non-Consolidated Debt*
(millions of U.S. dollars)

	Payments due 1/1/82-9/30/92	Payments due 10/1/82-6/30/93
Agency for International Development	0.23	0.21
PL-480	0.02	0.02
Department of Defense	0.09	0.06
TOTAL	0.34	0.29

*Data are rounded and subject to revision per Article III, Paragraph 3. [Footnote in the original.]

ANNEX D

AGREED MINUTE

ON THE CONSOLIDATION OF THE DEBT

OF THE REPUBLIC OF LIBERIA

I. PREAMBLE.

1. The Representatives of the Governments of the Federal Republic of Germany, Italy, Japan, Norway, Sweden, the United Kingdom, and the United States of America, hereinafter referred to as "Participating Creditor Countries" met in Paris on December 15 and 16, 1981 with representatives of the Government of Liberia in order to examine the request for alleviation of that Government's external debt service obligation. Observers of the Governments of Canada, France, Finland, and Switzerland as well as of the International Monetary Fund, the International Bank for Reconstruction and Development, the Secretariat of the U.N.C.T.A.D., the Commission of the European Communities, and the Organisation for Economic Cooperation and Development also attended the meeting.

2. The Delegation of Liberia outlined the serious economic and financial difficulties faced by their country and the strong determination of their Government to meet the targets of the program underlying the stand-by arrangement with the International Monetary Fund.

3. The representatives of the International Monetary Fund described the economic situation of Liberia and the major elements of the program of adjustment undertaken by the Government of Liberia and supported by the stand-by arrangement with the International Monetary Fund approved by the Executive Board of the Fund on August 26, 1981. This arrangement, applying to the period ending September 15, 1982, involves specific commitments in both the economic and financial fields.

4. The representatives of the Governments of the participating creditor countries took note of the measures of adjustment set forth in the economic and financial program undertaken by the Government of Liberia and stressed the importance they attach to the continuing and full implementation of this program, in particular the improvement of public finances and the re-establishment of internal and external confidence in the management of the economy.

II. RECOMMENDATIONS ON TERMS

Mindful of the serious payments difficulties faced by the Government of Liberia, the representatives of the participating creditor countries agreed to recommend to their Governments or appropriate institutions that they provide, through rescheduling or refinancing, debt relief on the following terms:

1. Debts concerned.

The debt service (the "debts") to which this reorganization will apply is that resulting from:

a) commercial credits extended to the Government of Liberia or covered by its guarantee, guaranteed or insured by the Governments of the participating creditor countries or their appropriate institutions, having an original maturity of more than one year and which were extended pursuant to a contract or other financial arrangement concluded before January 1, 1980.

b) loans from Governments or appropriate institutions of the participating creditor countries having an original maturity of more than one year and which were extended to the Government of Liberia or covered by its guarantee pursuant to an agreement concluded before January 1, 1980.

This reorganization will not apply to debts related to the "Roberts Flight Information Region" program, which are contracted by the Government of Liberia jointly with other Governments.

2. Terms of the consolidation.

The debt relief will apply as follows:

A/ *Maturities due from January 1, 1982 to September 30, 1982.*

a) 90% of the amounts of principal and interest due from January 1, 1982 up to September 30, 1982 inclusively, and not paid on loans and credits mentioned in paragraph 1 above will be rescheduled or refinanced.

b) Repayment by the Government of Liberia of the corresponding sums will be made in 10 equal and successive semi-annual payments, the first payment to be made on November 15, 1986 (end of the grace period) and the final payment to be made on May 15, 1991 (end of the repayment period).

c) The remaining 10% of principal and interest will be paid in 4 equal and successive payments, due on September 30, 1982, 1983, 1984, and 1985.

B/ *Maturities due from October 1, 1982 to June 30, 1983.*

a) 90% of the amounts of principal and interest due from October 1, 1982 up to June 30, 1983 inclusively, and not paid on loans and credits mentioned in paragraph 1 above will be rescheduled or refinanced.

b) Repayment by the Govérnment of Liberia of the corresponding sums will be made in 10 equal and successive semi-annual payments, the first to be made on August 15, 1987 (end of the grace period) and the final payment to be made on February 15, 1992 (end of repayment period).

c) The remaining 10% of principal and interest will be paid in 4 equal and successive payments, due on June 30, 1983, 1984, 1985 and 1986.

3. Rate of interest.

The rate and the conditions of interest to be paid in respect of these financial arrangements will be determined bilaterally between the Government of Liberia and the Government or appropriate institutions of each participating creditor country.

Each creditor country is prepared to make its maximum effort to keep the rates of interest as low as possible taking into account the appropriate market rate and the legal and other modalities of each consolidation.

III. GENERAL RECOMMENDATIONS

1. In order to secure comparable treatment of public and private external creditors on their debts, the representatives of the Government of Liberia stated that their Government will seek to secure from its other external creditors, particularly commercial banks, rescheduling, financing or refinancing arrangements on terms comparable to those set forth in this minute and in the agreed minute signed on December 19, 1980 for credits of comparable maturity, making sure to avoid inequity between different categories of creditors.

2. The Government of Liberia will accord to each of the participating countries treatment no less favourable than that which it may accord to any other creditor country for the consolidation of debts of a comparable term.

3. The Government of Liberia undertakes to negotiate promptly rescheduling or refinancing arrangements with all other creditor countries on debts of a comparable term.

4. The provisions set forth in this minute do not apply to countries with respect to which debts falling due during the reorganization period are less than SDR 500,000. The payments owed to these countries should be made on the original due dates. Payments already due and not paid should be made as soon as possible.

5. The participating creditor countries, noting that any previous creditor country reservations on this issue would be respected, agree to make available, upon the request of another participating creditor country, a copy of its bilateral agreement with the Government of Liberia which implements this agreed minute. The Government of Liberia acknowledges this arrangement.

6. Each of the participating creditor countries agrees to indicate to the Chairman of this creditor group the date of the signature of its bilateral agreement, the interest rates and the amounts of debts involved. The Government of Liberia acknowledges this arrangement.

7. The Government of Liberia will keep the Chairman of this creditor group informed of the content of its bilateral agreements with all creditors mentioned in paragraphs 1, 2 and 3 above.

IV. IMPLEMENTATION

The detailed arrangements for the rescheduling or refinancing of the debts will be determined by bilateral agreements to be concluded by the Government of each participating creditor country with the Government of Liberia on the basis of the following principles:

1. The Government of each participating creditor country will:

—refinance debts by placing new funds at the disposal of the Government of Liberia at the same time and for the above mentioned percentage of payments on the debts due under existing payment schedules during the reorganization period,

or

—reschedule the corresponding payments.

2. All other matters involving the rescheduling or the refinancing of the debts will be set forth in the bilateral agreements which the Government of Liberia and the Governments of the participating creditor countries will seek to conclude with the least delay, and will spare no effort to reach satisfactory bilateral agreements by not later than September 30, 1982.

3. The participating creditor countries agree in principle to the extension of the agreement from October 1, 1982 up to June 30, 1983 as described in section II, paragraph 2-B provided that:

—Government of Liberia has reached no later than September 30, 1982, a new arrangement with the International Monetary Fund involving use of the Fund's resources subject to upper tranche conditionality. For this purpose, the Government of Liberia agrees that the Fund informs the Chairman of this creditor group regarding the status of Liberia's relations with the Fund.

—Government of Liberia has complied with the conditions described in the section III paragraph 1, 2 and 3 above. On the occasion of one of their meetings during the summer of 1982, the participating creditor countries will consider Liberia's compliance with the present agreement.

4. The representatives of the Governments of each of the participating countries and of the Government of Liberia agreed to recommend to their respective Governments or appropriate institutions that they initiate bilateral negotiations at the earliest opportunity and conduct them on the basis of the principles set forth herein.

Done in Paris, this 16 th day of December 1981, in two versions, English and French both texts equally authentic.

The Chairman of the Paris Club

The Leader of the Liberia Delegation

Delegation of the Federal Republic of Germany

Delegation of Norway

Delegation of Italy

Delegation of Sweden

Delegation of Japan.

Delegation of the United Kingdom

Delegation of the United States of America

AGREEMENT BETWEEN
THE UNITED STATES OF AMERICA
AND THE REPUBLIC OF LIBERIA
REGARDING THE CONSOLIDATION AND RESCHEDULING OF PAYMENTS DUE
UNDER P.L. 480 TITLE I AGRICULTURAL COMMODITY AGREEMENTS

(1) Reference is made to the Agreements Between the United States of America and the Republic of Liberia identified in Annexes A and D attached to this Memorandum of Agreement and hereinafter referred to as "P.L. 480 Agreements". Reference is made also to the Agreement Between the United States of America and The Republic of Liberia Regarding the Consolidation and Rescheduling of Certain Debts Owed to, Guaranteed or Insured by The United States Government or Its Agencies signed in Monrovia, Liberia, on October 19, 1982, referred to hereafter as the "October 19, 1982, Agreement" and to the Understanding reached by certain creditor nations of The Republic of Liberia on December 16, 1981, and agreed to by the Republic of Liberia on the consolidation and rescheduling of repayments under the P.L. 480 Agreements.

(2) In accordance with the October 19, 1982, Agreement and the Understanding reached on December 16, 1981, cited above, it is agreed that dollar payments of principal and interest with respect to contracts having an original maturity of more than one year and falling due between January 1, 1982, and September 30, 1982, inclusive, shall be repaid as follows:

(a) Principal and interest in the amount of $163,028.23 which consists of 90 percent of the payments due between January 1, 1982, and September 30, 1982, inclusive as listed in Annex A, referred to hereafter as the "Consolidated Debt" (First Consolidation Period) shall be repaid in ten equal and consecutive semi-annual

installments on May 15 and November 15 with the first payment due on November 15, 1986, and the last payment due on May 15, 1991, as shown in Annex B.

(b) Interest on the outstanding balance of the Consolidated Debt (First Consolidation Period) shall accrue at the rate of 3.0 percent per annum beginning on the first day after the due dates under the original agreements, and shall be due and payable beginning on November 15, 1982, and semi-annually thereafter on May 15 and November 15 with the last payment due on May 15, 1991, as shown in Annex B.

(c) Principal and interest in the amount of $18,114.25 which consists of 10 percent of the payments due between January 1, 1982, and September 30, 1982, inclusive, as listed in Annex A, referred to hereafter as the "Non-Consolidated Debt" (First Consolidation Period) shall be repaid in four equal annual installments on September 30 with the first payment to be made on September 30, 1982, and the three following payments to be made respectively September 30, 1983, September 30, 1984 and September 30, 1985, as shown in Annex C.

(d) Interest on the outstanding balance of the Non-Consolidated Debt (First Consolidation Period) shall accrue at the rate of 3.0 percent per annum beginning on the first day after the due dates under the original agreements, and shall be due and payable beginning on September 30, 1982, and annually thereafter on September 30 with the last payment due on September 30, 1985, as shown in Annex C.

(3) In accordance with the October 19, 1982, Agreement, and the Understanding reached on December 16, 1981, cited above, it is agreed that dollar payments of principal and interest with respect to contracts having an original maturity of more than one year and falling due between October 1, 1982, and June 30, 1983, inclusive, shall be repaid as follows:

(a) Principal and interest in the amount of $211,318.60 which consists of 90 percent of the payments due between October 1, 1982, and June 30, 1983, inclusive as listed in Annex D, referred to hereafter as the "Consolidated Debt" (Second Consolidation Period) shall be repaid in ten equal and successive semi-annual installments on August 15 and February 15, with the first payment due on August 15, 1987, and the last payment due on February 15, 1992, as shown in Annex E.

(b) Interest on the outstanding balance of the Consolidated Debt (Second Consolidation Period) shall accrue at the rate of 3.0 percent per annum beginning on the first day after the due dates under the original agreements, and shall be due and payable beginning on August 15, 1983, and semi-annually thereafter on February 15 and August 15 with the last payment due on August 15, 1992, as shown in Annex E.

(c) Principal and interest in the amount of $23,479.84 which consists of 10 percent of the payments due between October 1, 1982, and June 30, 1983, inclusive as listed in Annex D, referred to hereafter as the "Non-Consolidated Debt" (Second Consolidation Period) shall be repaid in four equal and successive annual installments with the first payment to be made on June 30, 1983, and the

three following payments to be made respectively on June 30, 1984, June 30, 1985, and June 30, 1986, as shown in Annex F.

(d) Interest on the outstanding balance of the "Non-Consolidated Debt" (Second Consolidation Period) shall accrue at the rate of 3.0 percent per annum beginning on the first day after the due dates under the original agreements, and shall be due and payable beginning on June 30, 1983, and annually thereafter on June 30 with the last payment due on June 30, 1986, as shown in Annex F.

(4) Additional interest at the rate of 3.0 percent per annum shall accrue to the benefit to the United States of America on any past due unpaid amounts or unpaid portions of amounts as listed in Annexes B, C, E and F. Application of payments or credits shall be first to any interest due, with any balance to the principal installment due.

(5) To the extent not amended herein, the terms and conditions of the P.L. 480 Agreements shall remain in full force and effect.

(6) This Agreement is conditioned upon the entry into force of the October 19, 1982, Agreement.[1]

(7) Done at Monrovia, Liberia, in duplicate the 1st day of November, 1982.

FOR THE REPUBLIC OF LIBERIA

FOR THE UNITED STATES OF AMERICA

[1] Dec. 22, 1982.

ANNEX A

SCHEDULE OF CERTAIN AMOUNTS DUE THE UNITED STATES OF AMERICA
DURING THE PERIOD JANUARY 1, 1982, THROUGH SEPTEMBER 30, 1982, UNDER TITLE I, PL 480 AGREEMENTS
WITH THE REPUBLIC OF LIBERIA
SHOWING THE AMOUNTS OF CONSOLIDATED DEBT, FIRST CONSOLIDATION PERIOD

Agreement Date	Date Due	Principal	Interest	Total	Consolidated Debt 90%	Non-Consolidated Debt 10%
01-06-66	04-28-82	$ 42,800.37	$ 5,350.05	$ 48,150.42	$ 43,335.38	$ 4,815.04
10-23-67	04-08-82	42,718.92	7,475.81	50,194.73	45,175.25	5,019.48
04-26-72	06-24-82	62,253.63	20,543.70	82,797.33	74,517.60	8,279.73
	TOTAL	$147,772.92	$33,369.56	$181,142.48	$163,028.23	$18,114.25

ANNEX B

UNITED STATES DEPARTMENT OF AGRICULTURE
COMMODITY CREDIT CORPORATION
CONSOLIDATION AND RESCHEDULING PAYMENTS AGREEMENT
WITH
THE REPUBLIC OF LIBERIA

Repayment Schedule For The First Consolidation Period, PL-480 Consolidated Debt
(Amounts Due January 1, 1982, Through September 30, 1982)

Repayment Terms

Interest : 3% annually
Principal: 10 equal semi-annual installments

Installment Due Date	Balance of Principal Outstanding	Amount Due		
		Principal	Interest	Total
11-15-82	$163,028.23	$ -0-	$2,418.46	$ 2,418.46
05-15-83	163,028.23	-0-	2,425.32	2,425.32
11-15-83	163,028.23	-0-	2,465.52	2,465.52
05-15-84	163,028.23	-0-	2,425.32	2,425.32
11-15-84	163,028.23	-0-	2,465.52	2,465.52
05-15-85	163,028.23	-0-	2,425.32	2,425.32
11-15-85	163,028.23	-0-	2,465.52	2,465.52
05-15-86	163,028.23	-0-	2,425.32	2,425.32
11-15-86	163,028.23	16,302.82	2,465.52	18,768.34
05-15-87	146,725.41	16,302.82	2,182.79	18,485.61
11-15-87	130,422.59	16,302.82	1,972.42	18,275.24
05-15-88	114,119.77	16,302.82	1,697.73	18,000.55
11-15-88	97,816.95	16,302.82	1,479.31	17,782.13
05-15-89	81,514.13	16,302.82	1,212.66	17,515.48
11-15-89	65,211.31	16,302.82	986.21	17,289.03
05-15-90	48,908.49	16,302.82	727.60	17,030.42
11-15-90	32,605.67	16,302.82	493.10	16,795.92
05-15-91	16,302.85	16,302.85	242.53	16,545.38
	TOTAL	$163,028.23	$32,976.17	$196,004.40

ANNEX C

UNITED STATES DEPARTMENT OF AGRICULTURE
COMMODITY CREDIT CORPORATION
CONSOLIDATION AND RESCHEDULING PAYMENTS AGREEMENT
WITH
THE REPUBLIC OF LIBERIA

Repayment Schedule For The First Consolidation Period, PL-480 Non-Consolidated Debt
(Amounts Due January 1, 1982, Through September 30, 1982)

/

Repayment Terms

Interest: 3% annually
Principal: 4 equal annual installments

Installment Due Date	Balance of Principal Outstanding	Amount Due Principal	Amount Due Interest	Total
09-30-82	$18,114.25	$4,528.56	$ 200.23	$ 4,728.79
09-30-83	13,585.69	4,528.56	407.57	4,936.13
09-30-84	9,057.13	4,528.56	271.71	4,800.27
09-30-85	4,528.57	4,528.57	135.86	4,664.43
	TOTAL	$18,114.25	$1,015.37	$19,129.62

SCHEDULE OF CERTAIN AMOUNTS DUE THE UNITED STATES OF AMERICA
DURING THE PERIOD OCTOBER 1, 1982, THROUGH JUNE 30, 1983, UNDER TITLE I, PL-480 AGREEMENTS
WITH THE REPUBLIC OF LIBERIA
SHOWING THE AMOUNT OF CONSOLIDATED DEBT, SECOND CONSOLIDATION PERIOD

Agreement Date	Date Due	Principal	Interest	Total	Consolidated Debt 90%	Non-Consolidated Debt 10%
06-24-70	11-18-82	$ 45,402.80	$12,258.75	$ 57,661.55	$ 51,895.40	$ 5,766.15
04-26-72	06-24-83	62,253.63	18,676.09	80,929.72	72,836.75	8,092.97
01-06-66	04-28-83	42,800.37	4,280.04	47,080.41	42,372.37	4,708.04
10-23-67	04-08-83	42,718.92	6,407.84	49,126.76	44,214.08	4,912.68
TOTAL		$193,175.72	$41,622.72	$234,798.44	$211,318.60	$23,479.84

ANNEX E

UNITED STATES DEPARTMENT OF AGRICULTURE
COMMODITY CREDIT CORPORATION
CONSOLIDATION AND RESCHEDULING PAYMENTS AGREEMENT
WITH
THE REPUBLIC OF LIBERIA

Repayment Schedule For The Second Consolidation Period, PL-480 Consolidated Debt
(Amounts Due October 1, 1982, Through June 30, 1983)

Repayment Terms

Interest : 3% annually
Principal: 10 equal semi-annual installments

Installment Due Date	Balance of Principal Outstanding	Amount Due Principal	Amount Due Interest	Amount Due Total
08-15-83	$211,318.60	$ -0-	$ 2,311.35	$ 2,311.35
02-15-84	211,318.60	-0-	3,195.83	3,195.83
08-15-84	211,318.60	-0-	3,143.73	3,143.73
02-15-85	211,318.60	-0-	3,195.83	3,195.83
08-15-85	211,318.60	-0-	3,143.73	3,143.73
02-15-86	211,318.60	-0-	3,195.83	3,195.83
08-15-86	211,318.60	-0-	3,143.73	3,143.73
02-15-87	211,318.60	-0-	3,195.83	3,195.83
08-15-87	211,318.60	21,131.86	3,143.73	24,275.59
02-15-88	190,186.74	21,131.86	2,876.25	24,008.11
08-15-88	169,054.88	21,131.86	2,514.98	23,646.84
02-15-89	147,923.02	21,131.86	2,237.08	23,368.94
08-15-89	126,791.16	21,131.86	1,886.24	23,018.10
02-15-90	105,659.30	21,131.86	1,597.92	22,729.78
08-15-90	84,527.44	21,131.86	1,257.49	22,389.35
02-15-91	63,395.58	21,131.86	958.75	22,090.61
08-15-91	42,263.72	21,131.86	628.75	21,760.61
02-15-92	21,131.86	21,131.86	319.58	21,451.44
	TOTAL	$211,318.60	$41,946.63	$253,265.23

ANNEX F

UNITED STATES DEPARTMENT OF AGRICULTURE
COMMODITY CREDIT CORPORATION
CONSOLIDATION AND RESCHEDULING PAYMENTS AGREEMENT
WITH
THE REPUBLIC OF LIBERIA

Repayment Schedule For The Second Consolidation Period, PL-480 Non-Consolidated Debt
(Amounts Due October 1, 1982, Through June 30, 1983)

Repayment Terms

Interest : 3% annually
Principal: 4 equal annual installments

Installment Due Date	Balance of Principal Outstanding	Amount Due		
		Principal	Interest	Total
06-30-83	$23,479.84	$ 5,869.96	$ 168.04	$ 6,038.00
06-30-84	17,609.88	5,869.96	528.30	6,398.26
06-30-85	11,739.92	5,869.96	352.20	6,222.16
06-30-86	5,869.96	5,869.96	176.10	6,046.06
	TOTAL	$23,479.84	$1,224.64	$24,704.48

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Agreement Between the
UNITED STATES OF AMERICA
and TANZANIA

Signed at Dar es Salaam June 8, 1982

with

Minutes of Negotiation

S9.10:

NOTE BY THE DEPARTMENT OF STATE

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TANZANIA

Agricultural Commodities

Agreement signed at Dar es Salaam June 8, 1982;
Entered into force June 8, 1982.
With minutes of negotiation.

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AGREEMENT BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA
AND
THE GOVERNMENT OF THE UNITED REPUBLIC OF TANZANIA
FOR SALES OF AGRICULTURAL COMMODITIES

The Government of the United States of America and the Government of the United Republic of Tanzania

Recognizing the desirability of expanding trade in agricultural commodities between the United States of America (hereinafter referred to as the exporting country) and the United Republic of Tanzania (hereinafter referred to as the importing country) and with other friendly countries in a manner that will not displace usual marketings of the exporting country in these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with friendly countries;

Taking into account the importance to developing countries of their efforts to help themselves toward a greater degree of self-reliance, including efforts to meet their problems of food production and population growth;

Recognizing the policy of the exporting country to use its agricultural productivity to combat hunger and malnutrition in the developing countries, to encourage these countries to improve their own agricultural production, and to assist them in their economic development;

Recognizing the determination of the importing country to improve its own production, storage, and distribution of agricultural food products, including the reduction of waste in all stages of food handling;

Desiring to set forth the understandings that will govern the sales of agricultural commodities to the importing country pursuant to Title I of the Agricultural Trade Development and Assistance Act, as amended[1] (hereinafter referred to as the Act), and the measures that the two Governments will take individually and collectively in furthering the above-mentioned policies;

Have agreed as follows:

PART I - GENERAL PROVISIONS

ARTICLE I

A. The Government of the exporting country undertakes to finance the sale of agricultural commodities to purchasers authorized by the Government of the importing country in accordance with the terms and conditions set forth in this agreement.

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[1] 68 Stat. 455; 7 U.S.C. § 1701 *et seq.*

B. The financing of the agricultural commodities listed in Part II of this agreement will be subject to:

1. the issuance by the Government of the exporting country of purchase authorizations and their acceptance by the Government of the importing country; and

2. the availability of the specified commodities at the time of exportation.

C. Application for purchase authorizations will be made within 90 days after the effective date of this agreement, and, with respect to any additional commodities or amounts of commodities provided for in any supplementary agreement, within 90 days after the effective date of such supplementary agreement. Purchase authorizations shall include provisions relating to the sale and delivery of such commodities, and other relevant matters.

D. Except as may be authorized by the Government of the exporting country, all deliveries of commodities sold under this agreement shall be made within the supply periods specified in the commodity table in Part II.

E. The value of the total quantity of each commodity covered by the purchase authorizations for a specified type of financing authorized under this agreement shall not exceed the maximum export market value specified for that commodity and type of financing in Part II. The Government of the exporting country may limit the total value of each commodity to be covered by purchase authorizations for a specified type of financing as price declines or other marketing factors may require, so that the quantities of such commodity sold under a specified type of financing will not substantially exceed the applicable approximate maximum quantity specified in Part II.

F. The Government of the exporting country shall bear the ocean freight differential for commodities the Government of the exporting country requires to be transported in United States flag vessels (approximately 50 percent by weight of the commodities sold under the agreement). The ocean freight differential is deemed to be the amount, as determined by the Government of the exporting country, by which the cost of ocean transportation is higher (than would otherwise be the case) by reason of the requirement that the commodities by transported in United States flag vessels. The Government of the importing country shall have no obligation to reimburse the Government of the exporting country for the ocean freight differential borne by the Government of the exporting country.

G. Promptly after contracting for United States flag shipping space to be used for commodities required to be transported in United States flag vessels, and in any event not later than presentation of vessel for loading, the Government of the importing country or the purchasers authorized by it shall open a letter of credit, in United States dollars, for the estimated cost of ocean transportation for such commodities.

H. The financing, sale, and delivery of commodities under this agreement may be terminated by either Government if that Government determines that because of changed conditions the continuation of such financing, sale, or delivery is unnecessary or undesirable.

ARTICLE II

A. Initial Payment

The Government of the importing country shall pay, or cause to be paid, such initial payment as may be specified in Part II of this agreement. The amount of this payment shall be that portion of the purchase price (excluding any ocean transportation costs that may be included therein) equal to the percentage specified for initial payment in Part II and payment shall be made in United States dollars in accordance with the applicable purchase authorization.

B. Currency Use Payment

The Government of the importing country shall pay, or cause to be paid, upon demand by the Government of the exporting country in amounts as it may determine, but in any event no later than one year after the final disbursement by the Commodity Credit Corporation under this agreement, or the end of the supply period, whichever is later, such payment as may be specified in Part II of this agreement pursuant to Section 103(b) of the Act (hereinafter referred to as the Currency Use Payment). The Currency Use Payment shall be that portion of the amount financed by the exporting country equal to the percentage specified for Currency Use Payment in Part II. Payment shall be made in accordance with paragraph H and for purposes specified in Subsections 104(a), (b), (e), and (h) of the Act, as set forth in Part II of this agreement. Such payment shall be credited against (a) the amount of each year's interest payment due during the period prior to the due date of the first installment payment, starting with the first year, plus (b) the combined payments of principal and interest starting with the first installment payment, until the value of the Currency Use Payment has been offset. Unless otherwise specified in Part II, no requests for payment will be made by the Government of the exporting country prior to the first

disbursement by the Commodity Credit Corporation of the exporting country under this agreement.

C. Type of Financing

Sales of the commodities specified in Part II shall be financed in accordance with the type of financing indicated therein. Special provisions relating to the sale are also set forth in Part II.

D. Credit Provisions

1. With respect to commodities delivered in each calendar year under this agreement, the principal of the credit (hereinafter referred to as principal) will consist of the dollar amount disbursed by the Government of the exporting country for the commodities (not including any ocean transportation costs) less any portion of the Initial Payment payable to the Government of the exporting country.

The principal shall be paid in accordance with the payment schedule in Part II of this agreement. The first installment payment shall be due and payable on the date specified in Part II of this agreement. Subsequent installment payments shall be due and payable at intervals of one year thereafter. Any payment of principal may be made prior to its due date.

2. Interest on the unpaid balance of the principal due the Government of the exporting country for commodities delivered in each calendar year shall be paid as follows:

a. In the case of Dollar Credit, interest shall begin to accrue on the date of last delivery of these commodities in each calendar year. Interest shall be paid not later than the due date of each installment payment of principal, except that if the date of the first installment is more than a year after such date of last delivery, the first payment of interest shall be made not later than the anniversary date of such date of last delivery and thereafter payment of interest shall be made annually and not later than the due date of each installment payment of principal.

b. In the case of Convertible Local Currency Credit, interest shall begin to accrue on the date of dollar disbursement

by the Government of the exporting country. Such interest shall be paid annually beginning one year after the date of last delivery of commodities in each calendar year, except that if the installment payments for these commodities are not due on some anniversary of such date of last delivery, any such interest accrued on the due date of the first installment payment shall be due on the same date as the first installment and thereafter such interest shall be paid on the due dates of the subsequent installment payments.

3. For the period of time from the date the interest begins to the due date for the first installment payment, the interest shall be computed at the initial interest rate specified in Part II of this agreement. Thereafter, the interest shall be computed at the continuing interest rate specified in Part II of this agreement.

E. Deposit of Payments

The Government of the importing country shall make, or cause to be made, payments to the Government of the exporting country in the currencies, amounts, and at the exchange rates provided for in this agreement as follows:

1. Dollar payments shall be remitted to the Treasurer, Commodity Credit Corporation, United States Department of Agriculture, Washington, D.C. 20250, unless another method of payment is agreed upon by the two Governments.

2. Payments in the local currency of the importing country (hereinafter referred to as local currency), shall be deposited to the account of the Government of the United States of America in interest bearing accounts in banks selected by the Government of the United States of America in the importing country.

F. Sales Proceeds

The total amount of the proceeds accruing to the importing country from the sale of commodities financed under this agreement, to be applied to the economic development purposes set forth in Part II of this agreement, shall be not less than the local currency equivalent of the dollar disbursement by the Government of the exporting country in connection with the financing of the commodities (other than the ocean freight differential), provided, however, that the sales proceeds to be so applied shall be reduced by the Currency Use Payment, if any, made by the Government of the importing country. The exchange rate to be used in calculating this local currency equivalent shall be the rate at which the

central monetary authority of the importing country, or its authorized agent, sells foreign exchange for local currency in connection with the commercial import of the same commodities. Any such accrued proceeds that are loaned by the Government of the importing country to private or non-governmental organizations shall be loaned at rates of interest approximately equivalent to those charged for comparable loans in the importing country. The Government of the importing country shall furnish, in accordance with its fiscal year budget reporting procedure, at such times as may be requested by the Government of the exporting country but not less often than annually, a report of the receipt and expenditure of the proceeds, certified by the appropriate audit authority of the Government of the importing country, and in case of expenditures the budget sector in which they were used.

G. Computations

The computation of the Initial Payment, Currency Use Payment and all payments of principal and interest under this agreement shall be made in United States dollars.

H. Payments

All payments shall be in United States dollars or, if the Government of the exporting country so elects,

1. The payments shall be made in readily convertible currencies of third countries at a mutually agreed rate of exchange and shall be used by the Government of the exporting country for payment of its obligations or, in the case of Currency Use Payments, used for the purposes set forth in Part II of this agreement; or

2. The payments shall be made in local currency at the applicable exchange rate specified in Part I, Article III, G of this agreement in effect on the date of payment and shall, at the option of the Government of the exporting country, be converted to United States dollars at the same rate, or used by the Government of the exporting country for payment of its obligations or, in the case of Currency Use Payments, used for the purposes set forth in Part II of this agreement in the importing country.

ARTICLE III

A. World Trade

The two Governments shall take maximum precautions to assure that sales of agricultural commodities pursuant to this agreement will not displace usual marketings of the exporting country in these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with countries the Government of the exporting country considers to be friendly to it (referred to in this agreement as friendly countries). In implementing this provision the Government of the importing country shall:

1. insure that total imports from the exporting country and other friendly countries into the importing country paid for with the resources of the importing country will equal at least the quantities of agricultural commodities as may be specified in the usual marketing table set forth in Part II during each import period specified in the table and during each subsequent comparable period in which commodities financed under this agreement are being delivered. The imports of commodities to satisfy these usual marketing requirements for each import period shall be in addition to purchases financed under this agreement.

2. take steps to assure that the exporting country obtains a fair share of any increase in commercial purchases of agricultural commodities by the importing country.

3. take all possible measures to prevent the resale, diversion in transit, or transshipment to other countries or the use for other than domestic purposes of the agricultural commodities purchased pursuant to this agreement (except where such resale, diversion in transit, transshipment or use is specifically approved by the Government of the United States of America); and

4. take all possible measures to prevent the export of any commodity of either domestic or foreign origin, which is defined in Part II of this agreement, during the export limitation period specified in the export limitation table in Part II (except as may be specified in Part II or where such export is otherwise speci-

fically approved by the Government of the United States of America).

B. Private Trade

In carrying out the provisions of this agreement, the two Governments shall seek to assure conditions of commerce permitting private traders to function effectively.

C. Self-Help

Part II describes the program the Government of the importing country is undertaking to improve its production, storage, and distribution of agricultural commodities. The Government of the importing country shall furnish in such form and at such time as may be requested by the Government of the exporting country, a statement of the progress the Government of the importing country is making in carrying out such self-help measures.

D. Reporting

In addition to any other reports agreed upon by the two Governments, the Government of the importing country shall furnish at least quarterly for the supply period specified in Part II, Item I of this agreement and any subsequent comparable period during which commodities purchased under this agreement are being imported or utilized:

1. the following information in connection with each shipment of commodities under the agreement: the name of each vessel; the date of arrival; the port of arrival; the commodity and quantity received; and the condition in which received;

2. a statement by it showing the progress made toward fulfilling the usual marketing requirements;

3. a statement of the measures it has taken to implement the provisions of Sections A 2 and 3 of this Article; and

4. statistical data on imports by country of origin and exports by country of destination, of commodities which are the same as or like those imported under the agreement.

E. Procedures for Reconciliation and Adjustment of Accounts

The two Governments shall each establish appropriate procedures to facilitate the reconciliation of their respective records on the amounts financed with respect to the commodities delivered during each calendar year. The Commodity Credit Corporation of the exporting country and the Government of the importing country may make such adjustments in the credit accounts as they mutually decide are appropriate.

F. Definitions

For the purposes of this agreement:

1. delivery shall be deemed to have occurred as of the on-board date shown in the ocean bill of lading which has been signed or initialed on behalf of the carrier,

2. import shall be deemed to have occurred when the commodity has entered the country, and passed through customs, if any, of the importing country, and

3. utilization shall be deemed to have occurred when the commodity is sold to the trade within the importing country without restriction on its use within the country or otherwise distributed to the consumer within the country.

G. Applicable Exchange Rate

For the purposes of this agreement, the applicable exchange rate for determining the amount of any local currency to be paid to the Government of the exporting country shall be a rate in effect on the date of payment by the importing country which is not less favorable to the Government of the exporting country than the highest exchange rate legally obtainable in the importing country and which is not less favorable to the Government of the exporting country than the highest exchange rate obtainable by any other nation. With respect to local currency:

1. As long as a unitary exchange rate system is maintained by the Government of the importing country, the applicable exchange rate will be the rate at which the central monetary authority of the importing country, or its authorized agent, sells foreign exchange for local currency.

2. If a unitary rate system is not maintained, the applicable rate will be the rate (as mutually agreed by the two Governments) that fulfills the requirements of the first sentence of this Section G.

H. Consultation

The two Governments shall, upon request of either of them, consult regarding any matter arising under this agreement, including the operation of arrangements carried out pursuant to this agreement.

I. Identification and Publicity

The Government of the importing country shall undertake such measures as may be mutually agreed prior to delivery for the identification of food commodities at points of distribution in the importing country, and for publicity in the same manner as provided for in Subsection 103(1) of the Act.

PART II. PARTICULAR PROVISIONS

Item I. Commodity Table:

Commodity	Supply Period (United States Fiscal Year)	Approximate Maximum Quantity (Metric Tons)	Maximum Export Market Value (Million Dols)
Corn	1982	13,900	1.6
Rice	1982	11,600	3.4
Total			5.0

Item II. Payment Terms: Convertible Local Currency Credit (CLCC)

A. Initial Payment - None

B. Currency Use Payment - Amount ten (10) percent for Section 104 (A) Purposes

C. Number of Installment Payments - Thirty-one (31)

D. Amount of Each Installment Payment - Approximately equal annual amounts

E. Due Date of First Installment Payment - Ten (10) years after date of last delivery of commodities in each calendar year

F. Initial Interest Rate - Two (2) percent

G. Continuing Interest Rate - Three (3) percent

Item III. Usual Marketing Table:

Commodity	Import Period (U.S. FY)	Usual Marketing Requirement (MT)
Feedgrains	1982	None
Rice	1982	16,000

Item IV. Export Limitations:

A. The Export Limitation Period

The export limitation period shall be United States Fiscal Year 1982 or any subsequent United States Fiscal Year during which commodities financed under this Agreement are being imported or utilized.

B. Commodities to which Limitations Apply:

For the purposes of Part I, Article III(A) (4) of this Agreement, the commodities which may not be exported are: for corn - corn, sorghums, barley, oats, and rye including mixed feed containing such grains; for rice - rice in the form of paddy, brown or milled.

Item V. Self-Help Measures:

A. The Government of Tanzania agrees to undertake self-help measures to improve the production, storage and distribution of agricultural commodities. The following self-help measures shall be implemented to contribute directly to development progress in poor rural areas and enable the poor to participate actively in increasing agricultural production through small farm agriculture.

B. The Government of Tanzania agrees to undertake the following activities and in doing so to provide adequate financial, technical and managerial resources for their implementation:

1. Agricultural Research

Continue to strengthen the agricultural research capability of the Tanzanian Agricultural Research organization (TARO). This will be done through the introduction of a farming systems approach to research so as to produce a basic understanding of Tanzanian farmer problems, training of Tanzanian researchers in execution of on-going genetic and agronomic crop research programs, and improvement of research planning and management in TARO. Support for the research project will specifically include development and expansion of physical facilities at the proposed National Center for Food Crops Research.

2. Village Food Production

Continue to promote agricultural projects in outlying rural areas through improving participation of both public and private sector entities. These activities may include projects in land resources development and planning including conservation works, forestry and establishment of fruit tree nurseries, small scale irrigation facilities, promoting improved techniques of on-farm and village grain storage which may include participation of U. S. Peace Corps Volunteers,

and start-up or expansion of rural cottage industry projects.

3. Input Delivery Systems

Continue to strengthen the national food strategy of achieving self-sufficiency in the food crops subsector through assisting in the development of a system to produce sufficient quantities of improved/high quality food crop seeds. This program will include expansion of three of the existing four foundation seed farms and may include establishment of a fifth seed farm, if proven agronomically feasible. This will include installing irrigation systems on the Arusha and Msimba Seed Farms; erecting grain drying and storage bins at the Dabaga Seed Farm; installing a seed processing plant at Msimba Seed Farm; plus a warehouse and staff facilities on these three seed farms.

4. Agricultural Data, Surveys, and Investigation

Continue to strengthen the national agricultural statistics including especially the collection and analysis of farm management data. This will include policy analysis of production and demand responsiveness to income and price changes for major crops especially maize, wheat, and rice. Analysis of the household consumption survey of 1976/77 shall continue so that essential details from the survey key to formulating agricultural development programs, price and import policies will be available during the next twelve months. The Government of the United States may provide advisory assistance to the Government of Tanzania in processing, analyzing, and publication of the survey. This measure may also include support to the Food and Agriculture Organization's (FAO) early warning systems and crop monitoring project through support for in-service training of Tanzanian crop and weather observers.

5. Reduction of Post Harvest Losses

Implement further efforts to promote better storage of food crops by increasing the number of food storage facilities especially at the village and farm level, adoption of improved storage techniques, as well as pest control and quarantine campaigns which will reduce and/or eliminate food losses with special effort to control infestation of the greater grain borer.

6. Ongoing Self-Help Measures

Recognizing continuing financial requirements of self-help measures approved in the PL 480 Title I sales agreements for Fiscal Years 1980 and 1981, the joint project committee may approve allocation of funds from the current agreement to complete those projects.

Item VI. Economic Development Purposes for Which Proceeds Accruing to Importing Country are to be Used:

A. The proceeds accruing to the Government of Tanzania from the sale of commodities financed under this Agreement will be used for financing the self-help measures set forth in the Agreement, and for development in the Agriculture and Rural Development Sector, in a manner designed to increase the access of the poor in the recipient country to an adequate, nutritional, and stable food supply.

B. In the use of proceeds for these purposes emphasis will be placed on directly improving the lives of the poorest of the Tanzanian people and their capacity to participate in the development of their country.

PART III. FINAL PROVISIONS

A. This agreement may be terminated by either Government by notice of termination to the other Government for any reason, and by the Government of the exporting country if it should determine that the self-help program described in the agreement is not being adequately developed. Such termination will not reduce any financial obligations the Government of the importing country has incurred as of the date of termination.

B. This agreement shall enter into force upon signature.

IN WITNESS WHEREOF, the respective representatives, duly authorized for the purpose, have signed the present Agreement DONE at Dar es Salaam, Tanzania, in duplicate, this 8th day of June 1982.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

David J. Fischer
Charge d'Affaires a.i.

FOR THE GOVERNMENT OF THE UNITED REPUBLIC OF TANZANIA

Fulgence M. Kazaura
Principal Secretary
Ministry of Finance

MINUTES OF THE NEGOTIATING MEETING

BETWEEN THE PARTIES TO THE PROPOSED

PL 480 TITLE I FY 1982 SALES AGREEMENT

Date

April 29, 1982 at 11:00 hours

Place

Ministry of Finance
Dar es Salaam, Tanzania

Attending

Mr. F. M. Kazaura, Principal Secretary, Ministry of Finance

Mr. D. Masanja, Principal Secretary, Ministry of Agriculture

Mr. N.M.T. Kibwana, Director of External Finance, Ministry of Finance

Mr. A. T. Muneni, Senior Financial Management Officer, Ministry of Finance

Mr. P. J. Mbena, Finance Management Officer, Ministry of Finance

Ms. P. W. Malisa, Financial Officer (Legal), Ministry of Finance

Mr. Vincent Mrisho, Director of Agricultural Planning, Ministry of Agriculture

Ambassador David C. Miller, Jr., United States Embassy

Mr. Arthur M. Handly, Director, USAID/Tanzania

Mr. Barry M. Riley, Assistant Director, USAID/Tanzania

Mr. Joseph B. Goodwin, Agricultural Development Officer, USAID/T

The purpose of the meeting was to conduct negotiations between representatives of the Government of the United Republic of Tanzania (Tanzania) and representatives of the Government of the United States of America (United States) for a U.S. FY 1982 maize (corn) and rice sales agreement for $5,000,000 under the U.S. Government Public Law 480 Title I Program. The following points were discussed.

1. Operational Considerations

a. The export market value of U.S. $5,000,000 may not be exceeded. If the commodity prices increase, the approximate maximum quantities of corn and rice to be financed under the agreement will be less than that (11,300 MT corn, 12,600 MT rice) indicated in Part II of the Agreement. However, should prices be lower at the time of purchase, the entire export market value of U.S. $5,000,000 may be utilized.

b. Payment terms are the same as the FY 81 Agreement.

c. Measures should be taken to ensure that operable letters of credit for both commodity and freight will be opened and confirmed or advised by the U.S. Commercial Banks previously named by the Government of Tanzania, as soon as commodities are purchased and ocean freight booked.

The Government of Tanzania should also open letters of credit for one hundred (100) percent of ocean freight not later than forty-eight (48) hours prior to vessel presentation for loading, providing for sight payment or acceptance of a draft in U.S. Dollars in favor of the ocean transportation supplier on the basis of tonnage and rates specified in the applicable charter party or booking noted.

Commodity and ocean freight suppliers may refuse to load vessels when acceptable letters of credit for commodities/ ocean freight are not available at time of loading. This can result in costly claims for account of Government of Tanzania

by vessel owners (demurrage) and by Commodity Suppliers (carrying charges).

d. Where the ocean freight contract provides for demurrage and despatch, ninety (90) percent must be paid promptly on arrival of cargo. The remaining ten (10) percent, less despatch if any, should be paid promptly to the carrier upon completion of the laytime statement. If there is any dispute as to the amount of despatch, the owner should receive payment of that portion of the final ten (10) percent which is not in dispute. Claims against the carrier for damaged or lost cargo should be pursued through normal channels and not be deducted from the ocean freight.

e. Purchases of food commodities under the agreement must be made on the basis of invitations for bid (IFB) publicly advertised in the United States and on the basis of bid offerings which must be consistent with open, competitive and responsive bid procedures.

f. The terms of all IFBs including those for ocean freight must be approved by the General Sales Manager, Foreign Agricultural Services, U.S. Department of Agriculture prior to issuance.

g. If the Government of Tanzania nominates a purchasing or shipping agent to procure commodities or arrange ocean transportation under the Agreement, the Government of Tanzania must notify the General Sales Manager, Foreign Agricultural

Service, U.S. Department of Agriculture, in writing, of such nomination and provide a copy of the proposed Agency Agreement. All purchasing and shipping agents must be approved by the Foreign Agricultural Service, USDA.

h. Arrangements should be made by the appropriate authorities to relay to its Washington Embassy all instructions, information, and authority necessary to ensure timely implementation of the agreement, including:

(1) Commodity specifications;

(2) Contracting and delivery schedules;

(3) Names and addresses of U.S. and foreign banks handling transactions (letters of credit for ocean freight);

(4) Instructions necessary for purchasing commodities and contracting for freight;

(5) Instructions to contact for further assistance in implementing agreements:

Program Operations Division - Export Credits
Foreign Agricultural Services
U.S. Department of Agriculture
Telephone (202) 447-5780

i. If the commodity IFB issued by the Tanzanian Government requires a performance bond, USDA is developing standard bond language which may be used in this IFB. USDA will be

available to coordinate implementation of the bond language with Tanzanian purchasing officials in the U.S.

2. Usual Marketing Requirement (UMR)

The agreement sets forth a marketing requirement of zero for corn from normal commercial sources. The UMR for rice will be 16,000 metric tons.

3. Export Limitations

These limitations will be specifically listed in the agreement Part II Item IV paragraphs A and B.

4. Bellmon Data

Under current regulatory and legislative requirements, commodities will be made available under the agreement only after the Secretary of Agriculture has determined that (a) adequate storage facilities are available in the recipient country at the time of exportation to prevent spoilage or waste of the commodity, and (b) the distribution of the commodity in the recipient country will not result in a substantial disincentive to or interference with domestic production or marketing.

5. The Tanzanian negotiating team has provided the actual receiving, storage, and distribution points and channels for the PL 480 corn under this agreement. Prices to the consumer of government supplied corn, sembe, wheat, and rice are fixed, publicly announced, and are independent of landed costs to the recipient government. The objective of the Government of Tanzania is to provide an adequate supply of corn (which is the major staple in Tanzania) to the population at reasonable prices within the

range of the lowest income group. The Government of Tanzania is responsible for the import, distribution, and storage of corn under this agreement. Distribution is made to the consumer via established distribution institutions such as Regional Trading Companies (RTC) and National Distributors Ltd. (NDL) and official district distribution agencies before reaching retailers. The Government of Tanzania assures adherence to established price and distribution procedures and confirms that there has been no movement of PL 480 commodities outside normal distribution and marketing channels. If such irregularities are detected in the future, appropriate action will be taken against offenders as prescribed under the laws of Tanzania.

6. Reporting Under the Agreement

There are four types of reporting required, specifically 1) compliance, 2) shipping and arrival information (ADP) sheets, 3) self-help, and 4) a certified report on the receipt and expenditures of sales proceeds. These are an important and integral part of the PL 480 Title I program and are included in the standard provisions of the agreement. The United States team stressed the importance of timely submission of compliance reports which are due quarterly along with shipping and arrival information. Annual reports of progress achieved on self-help measures are due in the U.S. Mission by 15 November. A copy of

the periodic bank statements regarding A/C No. 11763 should also be sent to USAID/Tanzania plus a narrative report on the use of the proceeds. The Tanzanian negotiating team acknowledged the reporting requirements, their importance, and agreed that operational positions within appropriate Tanzanian Government institutions would be designated and assigned responsibility for issuing required reports. It is agreed that the following organizations, department, and positions shall have responsibility for implementing actions and/or reporting as designated below:

a. Special Account-Establishment, administration, and statements on A/C No. 11763 with the National Bank of Commerce (NBC) Foreign Branch:

Ministry of Agriculture	Agricultural Planning	Director
Organization	Department	Position

b. Reporting-Compliance (quarterly), shipping and arrival information (ADP) sheets:

National Milling Corporation	Procurement and Storage	Director
Organization	Department	Position

c. Reporting on Self-Help and Use of Sales Proceeds

Ministry of Agriculture	Agricultural Planning	Director
Organization	Department	Position

7. Special Account - The Government of Tanzania agrees to maintain the special account PL 480 A/C No. 11763 with the NBC Foreign Branch in which it will deposit the local currency in an amount not less than the equivalent to the Dollar disbursements by the Commodity Credit Corporation (CCC) to the U.S. supplier. The local currency is to be deposited into the account no later than six months after CCC disbursement. At the time the local currency is deposited, it will be jointly budgeted and programmed by the project committee represented by the Ministry of Agriculture on behalf of the Government of Tanzania and USAID/Tanzania on behalf of the USG.

8. Self Help

The U.S. Negotiating team explained that the United States Congress is making increasingly stringent efforts to strengthen provisions regarding self-help measures. Self-help plans incorporated into the Agreement must be specific, measurable, and carried out in support to development progress in poor rural areas so as to enable the poor to participate in increasing agricultural production and improved nutrition. Sales proceeds should be used to directly improve lives of the poorest and their capacity to participate in development of Tanzania per Part II Item VI of the Agreement. At the time of actual deposit of the 1982 sales generations, the joint project committee of representatives of the Ministries of Agriculture, Finance, and Planning on behalf of the Tanzanian Government and USAID/Tanzania

on behalf of the U.S. Government, will approve budgeting and programming of the funds. This includes approval of all projects, time phased plans for their execution, plus committment and targets in accord with the descriptions in Part II Item V of the Agreement. Self-help measures for 1982 will consist of the following:

a. Agricultural Research

Continue to strengthen the agricultural research capability of the Tanzanian Agricultural Research Organization (TARO). This will be done through the introduction of farming systems approach to research so as to produce a basic understanding of Tanzanian farmer problems, training of Tanzanian researchers in execution of on-going genetic and agronomic crop research programs, and improvement of research planning and management in TARO. Support for the research project will specifically include development and expansion of physical facilities at the proposed national center for food crops research.

b. Village Food Production

Continue to promote agricultural projects in outlying rural areas through improving participation of both public and private sector entities. These activities may include projects in land resources development and planning including conservation works, forestry establishment of fruit tree nurseries, small scale irrigation facilities, promoting improved techniques of on-farm and village grain storage which may include participation of U.S. Peace Corps volunteers, and startup or expansion of rural cottage industry projects.

c. Input Delivery Systems

Continue to strengthen the national food strategy of achieving self-sufficiency in the food crops subsector through assisting in the development of a system to produce sufficient quantities of improved/high quality food crop seeds. This program will include expansion of three of the existing four foundation seed farms and may include establishment of a fifth seed farm, if proven agronomically feasible. This will include installing irrigation systems on the Arusha and Msimba seed farms; erecting grain drying and storage bins at the Dabaga Seed Farm; installing a seed processing plant a Msimba Seed Farm; plus a warehouse and staff facilities on these three seed farms.

d. Agricultural Data, Surveys, and Investigation

Continue to strengthen the National Agricultural statistics including especially the collection and analysis of farm management data. This will include policy analysis of production and demand responsiveness to income and price changes for major crops especially maize, wheat, and rice. Analysis of the household consumption survey of 1976/77 shall continue so that essential details from the survey key to formulating agricultural development programs, price and import policies will be available during the next twelve months. The Government of the United States may provide advisory assistance to the Government of Tanzania in processing, analyzing, and publication of the survey. This measure may also include support to the food and agricultural organization's (FAO) early warning systems and crop monitoring project through support for in-service training of Tanzanian crop and weather observers.

e. Reduction of Post Harvest Losses

Implement further efforts to promote better storage of food

crops by increasing the number of food storage facilities especially at the village and farm level, adoption of improved storage techniques, as well as pest control and quarantine campaigns which will reduce and/or eliminate food losses with special effort to control infestation of the greater grain borer.

f. Ongoing Self-Help Measures

Recognizing continuing financial requirements of self-help measures approved in the PL 480 Title I sales agreements for fiscal years 1980 and 1981, the joint project committee may approve allocation of funds from the current agreement to complete those projects.

Approved: _____

Approved: _____

GPO 1985 48-7547 (12800)

10531

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10531

FISHERIES OFF THE UNITED STATES COASTS

Agreement Between the
UNITED STATES OF AMERICA
and the UNION OF SOVIET SOCIALIST
REPUBLICS

Amending the Agreement of
November 26, 1976

Effected by Exchange of Notes
Dated at Washington April 22 and 29
and May 3, 1982

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DEPOSITORY 375

S9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89-497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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UNION OF SOVIET SOCIALIST REPUBLICS

Fisheries Off the United States Coasts

Agreement amending the agreement of November 26, 1976.
Effected by exchange of notes
Dated at Washington April 22 and 29 and May 3, 1982;
Entered into force May 3, 1982.

The Department of State to the Soviet Embassy

The Department of State wishes to draw to the attention of the Embassy of the Union of Soviet Socialist Republics the Agreement Between the Government of the United States of America and the Government of the Union of Soviet Socialist Republics Concerning Fisheries Off the Coasts of the United States, signed November 26, 1976.[1]

The Government of the United States proposes to delete the ports of Honolulu, Hawaii, and Seattle, Washington, from paragraph 1 of Annex III of the Agreement. This note and the Embassy's acceptance of these deletions shall constitute an amendment to Annex III of the Agreement as of the date of the Embassy's acceptance. The Government of the United States is prepared to discuss alternative ports on the Pacific coast which may be substituted for the above two ports.

J D S

Department of State,

Washington,

April 22, 1982.

[1] TIAS 8528; 28 UST 1847.

The Soviet Embassy to the Department of State

ПОСОЛЬСТВО

СОЮЗА СОВЕТСКИХ

СОЦИАЛИСТИЧЕСКИХ РЕСПУБЛИК

№ 17

Посольство Союза Советских Социалистических Республик, ссылаясь на ноту Государственного Департамента от 22 апреля 1982 года, сообщает, что Правительство СССР не возражает против замены портов Гонолулу (штат Гавайи) и Сиэтл (штат Вашингтон), указанных в параграфе I Приложения III к Соглашению между Правительством Союза Советских Социалистических Республик и Правительством Соединенных Штатов Америки о рыболовстве у побережья Соединенных Штатов Америки, которое было подписано 26 ноября 1976 года и срок действия которого истекает I июля 1982 года, на другие порты.

Конкретно Правительство Союза Советских Социалистических Республик готово рассмотреть в качестве альтернативных портов: Датч-Харбор (штат Аляска) и Астория (штат Орегон).

"29" апреля 1982 года, г.Вашингтон

ДЪ

ГОСУДАРСТВЕННЫЙ ДЕПАРТАМЕНТ
СОЕДИНЕННЫХ ШТАТОВ АМЕРИКИ

г.Вашингтон

TRANSLATION

EMBASSY OF THE UNION OF
SOVIET SOCIALIST REPUBLICS

No. 17

The Embassy of the Union of Soviet Socialist Republics refers to the note of April 22, 1982, from the Department of State and advises that the U.S.S.R. Government does not object to substitute other ports for the ports of Honolulu (Hawaii) and Seattle (Washington) mentioned in paragraph 1 of Annex III to the Agreement Between the Government of the Union of Soviet Socialist Republics and the Government of the United States of America Concerning Fisheries Off the Coasts of the United States, signed November 26, 1976 and due to expire July 1, 1982.

Specifically, the Government of the Union of Soviet Socialist Republics is prepared to discuss as alternative harbors the ports of Dutch Harbor (Alaska) and Astoria (Oregon).

Washington, D.C., April 29, 1982

To the
Department of State of the
United States of America
Washington, D.C.

The Department of State to the Soviet Embassy

The Department of State refers to the Note of April 29 from the Embassy of the Union of the Soviet Socialist Republics concerning the amendment to Annex III of the Agreement Between the Government of the United States and the Government of the Union of Soviet Socialist Republics Concerning Fisheries off the Coasts of the United States.

The Government of the United States accepts the proposal of the Embassy of the Union of Soviet Socialist Republics to substitute the ports of Dutch Harbor, Alaska, and Astoria, Oregon, for the ports of Honolulu, Hawaii, and Seattle, Washington, in paragraph 1 of Annex III of the Agreement. Your Note of April 29 and the Department of State's Note of April 22 and this Note shall constitute an agreement amending Annex III.

J D S

Department of State,

Washington, May 3, 1981 [1]

[1]Should read "May 3, 1982."

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0532

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10532

FISHERIES OFF THE UNITED STATES COASTS

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Agreement Between the
UNITED STATES OF AMERICA
and the UNION OF SOVIET SOCIALIST
REPUBLICS

Extending the Agreement of
November 26, 1976, as Amended

Effected by Exchange of Notes
Dated at Washington April 22 and 29, 1982

S9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89-497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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UNION OF SOVIET SOCIALIST REPUBLICS

Fisheries Off the United States Coasts

Agreement extending the agreement of November 26, 1976, as amended.
Effected by exchange of notes
Dated at Washington April 22 and 29, 1982;
Entered into force August 6, 1982.

The Department of State to the Soviet Embassy

The Department of State wishes to draw to the attention of the Embassy of the Union of Soviet Socialist Republics the Agreement Between the Government of the United States of America and the Government of the Union of Soviet Socialist Republics Concerning Fisheries Off the Coasts of the United States, signed November 26, 1976, and due to expire on July 1, 1982, as amended.[1]

The Government of the United States proposes that this Agreement be extended until July 1, 1983.

If the Government of the Union of Soviet Socialist Republics agrees to such an extension, it is proposed that this note and the Embassy's reply thereto shall constitute an agreement between the two Governments, which shall enter into force following written notification of the completion of internal procedures of both Governments.[2]

J D S

Department of State,

Washington,

April 22, 1982.

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[1] TIAS 8528, 10531; 28 UST 1847; 33 UST.
[2] Aug. 6, 1982.

The Soviet Embassy to the Department of State

ПОСОЛЬСТВО
СОЮЗА СОВЕТСКИХ
СОЦИАЛИСТИЧЕСКИХ РЕСПУБЛИК

№ 18

Посольство Союза Советских Социалистических Республик, ссылаясь на ноту Государственного Департамента от 22 апреля 1982 года, уполномочено заявить о согласии Правительства СССР с предложением американской стороны продлить до I июля 1983 года Соглашение между Правительством Союза Советских Социалистических Республик и Правительством Соединенных Штатов Америки о рыболовстве у побережья Соединенных Штатов Америки, которое было подписано 26 ноября 1976 года и срок действия которого истекает I июля 1982 года, с изменением, касающимся двух портов захода.

Посольство СССР подтверждает, что указанная нота Государственного Департамента США и настоящий ответ на нее составляют соглашение между двумя Правительствами по этому вопросу.

"29" апреля 1982 года, г.Вашингтон

ГОСУДАРСТВЕННЫЙ ДЕПАРТАМЕНТ
СОЕДИНЕННЫХ ШТАТОВ АМЕРИКИ
г.Вашингтон

TRANSLATION

EMBASSY OF THE UNION OF
SOVIET SOCIALIST REPUBLICS

No. 18

The Embassy of the Union of Soviet Socialist Republics refers to the note of April 22, 1982, from the Department of State and is authorized to announce the agreement of the U.S.S.R. Government with the proposal of the American side to extend until July 1, 1983, the Agreement Between the Government of the Union of Soviet Socialist Republics and the Government of the United States of America Concerning Fisheries Off the Coasts of the United States that was signed November 26, 1976, and is due to expire July 1, 1982, as amended to include two ports of call.

The U.S.S.R. Embassy confirms that the afore-mentioned note of the U.S. Department of State and this reply thereto constitute an agreement between the two Governments on this subject.

Washington, D.C., April 29, 1982

To the
Department of State of the
United States of America
Washington, D.C.

GPO: 1985 48-759 (12800)

10533

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10533

FISHERIES OFF THE UNITED STATES COASTS

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Agreement Between the
UNITED STATES OF AMERICA
and the POLISH PEOPLE'S REPUBLIC

Extending the Agreement of
August 2, 1976

Effected by Exchange of Notes
Dated at Washington May 20 and 24, 1982

S9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89-497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

For sale by the Superintendent of Documents, U.S. Government Printing Office
Washington, D.C. 20402

POLISH PEOPLE'S REPUBLIC

Fisheries Off the Unites States Coasts

Agreement extending the agreement of August 2, 1976.
Effected by exchange of notes
Dated at Washington May 20 and 24, 1982;
Entered into force July 27, 1982.

The Department of State to the Polish Embassy

The Department of State wishes to draw to the attention of the Embassy of Poland the Agreement Between the Government of the United States of America and the Government of Poland Concerning Fisheries Off the Coasts of the United States, signed August 2, 1976,[1] and due to expire on July 1, 1982.

The Government of the United States proposes that this Agreement be extended until July 1, 1983.

If the Government of Poland agrees to such an extension, it is proposed that this note and the Embassy's reply thereto shall constitute an agreement between the two Governments, which shall enter into force following written notification of the completion of internal procedures of both Governments.[2]

Department of State,

Washington, May 20, 1982

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[1] TIAS 8524; 28 UST 1681.
[2] July 27, 1982.

The Polish Embassy to the Department of State

EMBASSY
OF THE POLISH PEOPLE'S REPUBLIC
WASHINGTON, D. C.

No. 21-1/14-82

The Embassy of the Polish People's Republic presents its compliments to the Department of State and has the honor to acknowledge receipt of the Department's Note of May 20, 1982 which reads as follows :

> "The Department of State wishes to draw to the attention of the Embassy of Poland the Agreement Between the Government of the United States of America and the Government of Poland Concerning Fisheries Off the Coasts of the United States, signed August 2,1976, and due to expire on July 1,1982.
>
> The Government of the United States proposes that this Agreement be extended until July 1,1983.
>
> If the Government of Poland agrees to such an extension, it is proposed that this note and the Embassy's reply thereto shall constitute an agreement between the two Governments, which shall enter into force following written notification of the completion of internal procedure of both Governments".

The Government of the Polish People's Republic agrees that the Agreement Between the Government of Poland and the Government of the United States of America Concerning Fisheries Off the Coasts of the United States, signed August 2,1976, be extended until July 1,1983.

It also agrees that the above cited note of the Department of State, dated May 20,1982, and the present Embassy's reply thereto will constitute an agreement between the two Governments, which shall enter into force following written notification of the completion of internal procedures of both Governments.

The Embassy of the Polish People's Republic avails itself of this opportunity to renew to the Department of State the assurances of its highest consideration.

Washington, D.C.
May 24,1982.

10534

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10534

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TELECOMMUNICATIONS

Frequency Modulating Broadcasting

Agreement Between the
UNITED STATES OF AMERICA
and MEXICO

Signed at Mexico June 18, 1982

S9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89-497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

For sale by the Superintendent of Documents, U.S. Government Printing Office
Washington, D.C. 20402

MEXICO

Telecommunications: Frequency Modulating Broadcasting

Agreement signed at Mexico June 18, 1982;
Entered into force January 17, 1983.

AGREEMENT BETWEEN THE UNITED STATES OF AMERICA GOVERNMENT AND THE GOVERNMENT OF THE UNITED MEXICAN STATES CONCERNING LAND MOBILE SERVICE IN THE BANDS 470-512 MHZ AND 806-890 MHZ ALONG THEIR COMMON BORDER

PREAMBLE

Bearing in mind the relevant provisions of Article 31 of the International Telecommunication Convention (Malaga-Torremolinos, 1973)[*] and of Articles 6, 7, 8, and 67 of Radio Regulations (Geneva, 1979), the Governments of the United States of America and the United Mexican States have agreed on their respective usage of the radio frequency bands 470-512 and 806-890 megahertz (MHz) for the land mobile service in accordance with the conditions set forth herein.

A. Scope of Agreement

1. The band 470-512 MHz is allocated to the land mobile and to the television broadcasting services. 1/

2. The band 806-890 MHz is allocated to the land mobile service.

B. Conditions of Use

1. The assignment of frequencies in the band 470-512 MHz for the land mobile service in areas less than 150 kilometers from the common border can be made only after coordination with and concurrence by the other country. In areas near the Pacific Coast and the coast of the Gulf of Mexico, where the propagation characteristics are unusual, coordination and concurrence may be required for greater distances. 2/

The country which has authorized, or which may in the future authorize, land mobile stations in the 470-512 MHz band within 150 kilometers of the common border shall furnish the other country complete details including the television channels used and the technical parameters of the land mobile stations authorized.

1/ Although the United States of America at this time plans to make no further allocations in the band 470-512 MHz for land mobile purposes, it recognizes the need of the United Mexican States to use part of this band for land mobile purposes and agrees to facilitate the implementation of such use in the United Mexican States consistent with its own requirements for television broadcasting in the band.

2/ Such distances will be determined by mutual agreement following propagation tests to be conducted jointly by both administrations, and those distances will be the maximum distances within which coordination will be required.

*TIAS 8572; 28 UST 2528. [Footnote added by the Department of State.]

2. The band 806-890 MHz will be used by each country as follows:3/

806-821 MHz - Private land mobile (mobile)
821-825 MHz - Reserved
825-845 MHz - Public land mobile (Cellular) (mobile)
845-851 MHz - Reserved
851-866 MHz - Private land mobile (base)
866-870 MHz - Reserved
870-890 MHz - Public land mobile (Cellular) (base)

a. In areas located 110 kilometers or more from the common border, each country may use the entire frequency band 806 to 890 MHz in accordance with paragraph B.2.

b. In areas located less than 110 kilometers from the common border, the frequency bands 806-821 and 851-866 MHz shall be shared equally between the United States of America and the United Mexican States. The specific sub-bands reserved for each country and the specific allotments within the shared sub-bands are set forth on the annexed Table. The Table may be revised by agreement between the agencies of the two administrations having jurisdiction in these matters. 4/

c. The frequency bands 825-845 and 870-890 MHz will be used by both countries for the development of a public mobile radio-telephone service employing "cellular" systems. It being deemed desirable that users be able to obtain service from authorized systems on either side of the border within their service area, it is agreed that a common frequency plan will be necessary and further, that such a frequency plan provide for an equitable division of frequencies between the two countries. Specific arrangements will be determined by agreement between the agencies of the two administrations having jurisdiction in these matters at such times as frequency standards can be developed and agreed upon.

3/ Existing television translator stations previously authorized in the 806-890 MHz band may be allowed to continue operations until interference to land mobile systems is caused.

4/ In the United States of America, the Federal Communications Commission and in the United Mexican States, General Directorate of Telecommunications.

d. It is agreed that the frequency bands 821-825, 845-851 and 866-870 MHz will be held in reserve to accommodate the possible future growth of private, cellular, or both services. It is further agreed that while an equitable division of these frequencies in the border area will be made, specific arrangements would be premature at this time. If both countries should wish to use this spectrum for the same purposes in the future, and equitable division of these bands could be applied at the time such spectrum is designated for private use or for use in the cellular mode or some portion thereof to each. Future arrangements will be determined by agreement between the agencies of the two administrations having jurisdiction in these matters.

e. It is deemed advisable that both countries adopt the same or substantially similar technical standards in authorizing land mobile system in the frequency sub-bands between 806 and 890 MHz. This is particularly important for stations which are to be operated in areas within 110 kilometers of the border where compatible radio systems are essential. The minimal common technical standards needed for compatible systems will be determined at a later date by mutual agreement between the agencies of the two administrations having jurisdiction in these matters.

C. Revision

Revision of this Agreement may be through interchange of diplomatic notes whenever a revision has been approved by the agency of each country having jurisdiction in these matters.

D. Entry into Effect

This agreement shall enter into effect upon receipt by the Government of the United States of America of notification from the Government of the United Mexican States that the formalities required by the national legislation have been completed.[1]

E. Termination

This agreement may be terminated by either Party by giving a written notice of termination to the other Party. Termination shall take effect one year after the date of the receipt of the notice thereof.

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[1] Jan. 17, 1983. [Footnote added by the Department of State.]

Done in duplicate at Mexico, D. F., in the English and Spanish languages, both versions being equally authentic, this 18 day of the month of June , of the year One Thousand Nine Hundred Eighty-Two.

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA

John Gavin
Ambassador

FOR THE GOVERNMENT OF THE
UNITED MEXICAN STATES

Lic. Emilio Mujica Montoya
Secretary of Communications
and Transportation

Table

Bands from 806 to 821 and 851 to 866 MHz

A. Specific sub-bands reserved for each country:

For Mexico

Mobile	Paired With	Base
806.0125 MHz to 810.9875 MHz		851.0125 MHz to 855.9875 MHz

For the United States

Mobile	Paired With	Base
811.0125 MHz to 815.9875 MHz		856.0125 MHz to 860.9875 MHz

B. In the bands from 816.0125 to 820.9875 MHz and from 861.0125 to 865.9875 MHz the specific frequency allotments are the following:

For Mexico

Block 1

Channel	1	41	81	121	161
Mobile	820.9875	819.9875	818.9875	817.9875	816.9875
Base	865.9875	864.9875	863.9875	862.9875	861.9875
Channel	21	61	101	141	181
Mobile	820.4875	819.4875	818.4875	817.4875	816.4875
Base	865.4875	864.4875	863.4875	862.4875	861.4875
Channel	11	51	91	131	171
Mobile	820.7375	819.7375	818.7375	817.7375	816.7375
Base	865.7375	864.7375	863.7375	862.7375	861.7375
Channel	31	71	111	151	191
Mobile	820.2375	819.2375	818.2375	817.2375	816.2375
Base	865.2375	864.2375	863.2375	862.2375	861.2375

Block 3

Channel	3	43	83	123	163
Mobile	820.9375	819.9375	818.9375	817.9375	816.9375
Base	865.9375	864.9375	863.9375	862.9375	861.9375

Channel	23	63	103	143	183
Mobile	820.4375	819.4375	818.4375	817.4375	816.4375
Base	865.4375	864.4375	863.4375	862.4375	861.4375

Channel	13	53	93	133	173
Mobile	820.6875	819.6875	818.6875	817.6875	816.6875
Base	865.6875	864.6875	863.6875	862.6875	861.6875

Channel	33	73	113	153	193
Mobile	820.1875	819.1875	818.1875	817.1875	816.1875
Base	865.1875	864.1875	863.1875	862.1875	861.1875

Block 5

Channel	5	45	85	125	165
Mobile	820.8875	819.8875	818.8875	817.8875	816.8875
Base	865.8875	864.8875	863.8875	862.8875	861.8875

Channel	25	65	105	145	185
Mobile	820.3875	819.3875	818.3875	817.3875	816.3875
Base	865.3875	864.3875	863.3875	862.3875	861.3875

Channel	15	55	95	135	175
Mobile	820.6375	819.6375	818.6375	817.6375	816.6375
Base	865.6375	864.6375	863.6375	862.6375	861.6375

Channel	35	75	115	155	195
Mobile	820.1375	819.1375	818.1375	817.1375	816.1375
Base	865.1375	864.1375	863.1375	862.1375	861.1375

Block 7

Channel	7	47	87	127	167
Mobile	820.8375	819.8375	818.8375	817.8375	816.8375
Base	865.8375	864.8375	863.8375	862.8375	861.8375

Channel	27	67	107	147	187
Mobile	820.3375	819.3375	818.3375	817.3375	816.3375
Base	865.3375	864.3375	863.3375	862.3375	861.3375

Channel	17	57	97	137	177
Mobile	820.5875	819.5875	818.5875	817.5875	816.5875
Base	865.5875	864.5875	863.5875	862.5875	861.5875

Channel	37	77	117	157	197
Mobile	820.0875	819.0875	818.0875	817.0875	816.0875
Base	865.0875	864.0875	863.0875	862.0875	861.0875

Block 9

Channel	9	49	89	129	169
Mobile	820.7875	819.7875	818.7875	817.7875	816.7875
Base	865.7875	864.7875	863.7875	862.7875	861.7875
Channel	29	69	109	149	189
Mobile	820.2875	819.2875	818.2875	817.2875	816.2875
Base	865.2875	864.2875	863.2875	862.2875	861.2875
Channel	19	59	99	139	179
Mobile	820.5375	819.5375	818.5375	817.5375	816.5375
Base	865.5375	864.5375	863.5375	862.5375	861.5375
Channel	39	79	119	159	199
Mobile	820.0375	819.0375	818.0375	817.0375	816.0375
Base	865.0375	864.0375	863.0375	862.0375	861.0375

For the United States

Block 2

Channel	2	42	82	122	162
Mobile	820.9625	819.9625	818.9625	817.9625	816.9625
Base	865.9625	864.9625	863.9625	862.9625	861.9625
Channel	22	62	102	142	182
Mobile	820.4625	819.4625	818.4625	817.4625	816.4625
Base	865.4625	864.4625	863.4625	862.4625	861.4625
Channel	12	52	92	132	172
Mobile	820.7125	819.7125	818.7125	817.7125	816.7125
Base	865.7125	864.7125	863.7125	862.7125	861.7125
Channel	32	72	112	152	192
Mobile	820.2125	819.2125	818.2125	817.2125	816.2125
Base	865.2125	864.2125	863.2125	862.2125	861.2125

Block 4

Channel	4	44	84	124	164
Mobile	820.9125	819.9125	818.9125	817.9125	816.9125
Base	865.9125	864.9125	863.9125	862.9125	861.9125
Channel	24	64	104	144	184
Mobile	820.4125	819.4125	818.4125	817.4125	816.4125
Base	865.4125	864.4125	863.4125	862.4125	861.4125
Channel	14	54	94	134	174
Mobile	820.6625	819.6625	818.6625	817.6625	816.6625
Base	865.6625	864.6625	863.6625	862.6625	861.6625
Channel	34	74	114	154	194
Mobile	820.1625	819.1625	818.1625	817.1625	816.1625
Base	865.1625	864.1625	863.1625	862.1625	861.1625

Block 6

Channel	6	46	86	126	166
Mobile	820.8625	819.8625	818.8625	817.8625	816.8625
Base	865.8625	864.8625	863.8625	862.8625	861.8625
Channel	26	66	106	146	186
Mobile	820.3625	819.3625	818.3625	817.3625	816.3625
Base	865.3625	864.3625	863.3625	862.3625	861.3625
Channel	16	56	96	136	176
Mobile	820.6125	819.6125	818.6125	817.6125	816.6125
Base	865.6125	864.6125	863.6125	862.6125	861.6125
Channel	36	76	116	156	196
Mobile	820.1125	819.1125	818.1125	817.1125	816.1125
Base	865.1125	864.1125	863.1125	862.1125	861.1125

Block 8

Channel	8	48	88	128	168
Mobile	820.8125	819.8125	818.8125	817.8125	816.8125
Base	865.8125	864.8125	863.8125	862.8125	861.8125
Channel	28	68	108	148	188
Mobile	820.3125	819.3125	818.3125	817.3125	816.3125
Base	865.3125	864.3125	863.3125	862.3125	861.3125
Channel	18	58	98	138	178
Mobile	820.5625	819.5625	818.5625	817.5625	816.5625
Base	865.5625	864.5625	863.5625	862.5625	861.5625
Channel	38	78	118	158	198
Mobile	820.0625	819.0625	818.0625	817.0625	816.0625
Base	865.0625	864.0625	863.0625	862.0625	861.0625

Block 10

Channel	10	50	90	130	170
Mobile	820.7625	819.7625	818.7625	817.7625	816.7625
Base	865.7625	864.7625	863.7625	862.7625	861.7625
Channel	30	70	110	150	190
Mobile	820.2625	819.2625	818.2625	817.2625	816.2625
Base	865.2625	864.2625	863.2625	862.2625	861.2625
Channel	20	60	100	140	180
Mobile	820.5125	819.5125	818.5125	817.5125	816.5125
Base	865.5125	864.5125	863.5125	862.5125	861.5125
Channel	40	80	120	160	200
Mobile	820.0125	819.0125	818.0125	817.0125	816.0125
Base	865.0125	864.0125	863.0125	862.0125	861.0125

ACUERDO ENTRE EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA Y EL GOBIERNO DE LOS ESTADOS UNIDOS MEXICANOS CONCERNIENTE AL SERVICIO MOVIL TERRESTRE EN LAS BANDAS DE 470-512 MHZ Y DE 806-890 MHZ A LO LARGO DE LA FRONTERA COMUN

PREAMBULO

Teniendo en cuenta las disposiciones pertinentes del Artículo 31 del Convenio Internacional de Telecomunicaciones (Málaga-Torremolinos, 1973) y de los Artículos 6, 7, 8 y 67 del Reglamento de Radiocomunicaciones (Ginebra, 1979), los Gobiernos de los Estados Unidos de América y de los Estados Unidos Mexicanos han convenido en el uso respectivo de las bandas de frecuencias radioeléctricas de 470-512 y de 806-890 megahertz (MHz) para el servicio móvil terrestre de acuerdo con las condiciones fijadas a continuación.

A. Finalidad del Acuerdo

1. La banda de 470-512 MHz está atribuida al servicio móvil terrestre y al servicio de radiodifusión para televisión. 1)

2. La banda de 806-890 MHz está atribuida al servicio móvil terrestre.

B. Condiciones de Utilización

1. La asignación de frecuencias en la banda de 470-512 MHz

1) Aunque por ahora los Estados Unidos de América planean no hacer más atribuciones en la banda de 470-512 MHz para el servicio móvil terrestre, reconocen la necesidad de los Estados Unidos Mexicanos de usar parte de esta banda para este servicio y están de acuerdo en facilitar el establecimiento de tal uso en los Estados Unidos Mexicanos conforme a sus propios requerimientos del servicio de radiodifusión para televisión en esta banda.

para el servicio móvil terrestre en áreas menores a 150 kilómetros desde la frontera común, puede hacerse solamente después de coordinarse y con la anuencia del otro país. En áreas cercanas a la Costa del Pacífico y a la Costa del Golfo de México, donde las características de propagación son desusadas, la coordinación y la anuencia pueden ser requeridas para distancias mayores. 2)

El país que haya autorizado o que en el futuro autorice estaciones móviles terrestres en la banda de 470-512 MHz dentro de los 150 kilómetros de la frontera común, deberá proporcionar al otro país los detalles completos, incluyendo los canales de televisión utilizados y los parámetros técnicos de las estaciones móviles terrestres autorizadas.

2. La banda de 806-890 MHz será utilizada por cada país de la manera siguiente: 3)

806-821 MHz - Móvil terrestre privado (móviles)

821-825 MHz - En reserva

825-845 MHz - Móvil terrestre público

(celular) (móviles)

2) Tales distancias serán determinadas de mutuo acuerdo después de llevar a cabo pruebas de propagación que realizarán conjuntamente ambas administraciones, y estas distancias serán las distancias máximas dentro de las cuales se requerirá la coordinación.

3) A las estaciones transladoras de televisión existentes autorizadas previamente en la banda de 806-890 MHz se les puede permitir que continúen operando mientras que no causen interferencia a los sistemas móviles terrestres.

845-851 MHz - En reserva

851-866 MHz - Móvil terrestre privado (de base)

866-870 MHz - En reserva

870-890 MHz - Móvil terrestre público

(celular) (de base)

a. En áreas localizadas a 110 kilómetros o más de la frontera común, cada país puede utilizar la totalidad de la banda de 806 a 890 megahertz de conformidad con el párrafo B.2

b. En áreas localizadas a menos de 110 kilómetros de la frontera común, las bandas de frecuencias de 806-821 y 851-866 MHz serán compartidas a partes iguales entre los Estados Unidos de América y los Estados Unidos Mexicanos. Las sub-bandas específicas reservadas para cada país y las adjudicaciones específicas dentro de las sub-bandas compartidas son las que figuran en el Cuadro anexo. El Cuadro puede ser revisado por acuerdo entre las agencias de las dos administraciones con jurisdicción en esta materia. 4)

c. Las bandas de frecuencias de 825-845 y de 870-890 MHz serán utilizadas por ambos países para el desarrollo de un servicio público radiotelefónico móvil empleando sistemas "celulares". Considerando que es deseable que los usuarios puedan obtener servicio de sistemas autorizados a ambos lados de la frontera dentro de su área de

4) En los Estados Unidos de América la Comisión Federal de Comunicaciones y en los Estados Unidos Mexicanos la Dirección General de Telecomunicaciones.

servicio, se ha convenido que será necesario un plan común de frecuencias y, además, que tal plan proporcione una división equitativa de frecuencias entre los dos países. Se determinarán arreglos específicos entre las agencias de las dos administraciones que tengan jurisdicción en esta materia, al momento en que se puedan desarrollar y convenir las normas de frecuencias respectivas.

d. Se ha convenido que las bandas de frecuencias de 821-825, de 845-851 y de 866-870 MHz se mantendrán en reserva para dar cabida al futuro crecimiento de los servicios privado, celular, o a ambos. También se ha acordado que mientras sea efectuada una distribución equitativa de estas frecuencias en el área fronteriza serían prematuros los arreglos específicos en este momento. Si los dos países desearan usar este espectro para los mismos propósitos en el futuro, se podría aplicar una división equitativa de estas bandas en el momento en que esta parte del espectro sea designada para uso privado, para uso en forma celular o alguna porción de dicho espectro para cada uno de tales usos. Se podrán determinar futuros arreglos por acuerdo entre las dos agencias con jurisdicción en estas materias.

e. Se considera aconsejable que ambos países adopten las mismas o sustancialmente similares normas técnicas al autorizar sistemas del servicio móvil terrestre en las sub-bandas de frecuencias entre 806 y 890 MHz. Esto es particularmente importante para las estaciones que sean operadas en áreas dentro de los 110 kilómetros de la frontera donde es esencial que haya compatibilidad entre los sistemas radioeléctricos. Las mínimas normas técnicas necesarias para los sistemas compatibles serán determinadas en fecha posterior por acuerdo mutuo entre las agencias de las dos administraciones que tengan jurisdicción en es

tas materias.

C. Enmiendas

Este Acuerdo puede ser enmendado mediante canje de notas diplomáticas siempre que la enmienda haya sido aprobada por la agencia de cada país con jurisdicción en estas materias.

D. Entrada en vigor

Este Acuerdo entrará en vigor al recibir el Gobierno de los Estados Unidos de América la notificación del Gobierno de los Estados Unidos Mexicanos de que se ha cumplido con las formalidades exigidas por su legislación nacional.

E. Denuncia

El presente Acuerdo puede darse por terminado por cualquiera de las Partes, mediante aviso de denuncia por escrito a la otra Parte. La terminación surtirá efectos un año después de la fecha de recepción del aviso de denuncia.

Hecho en duplicado en México, D.F., en los idiomas inglés y español, siendo ambos textos igualmente válidos, a los dieciocho días del mes de junio del año de mil novecientos ochenta y dos.

Por el Gobierno de los
Estados Unidos de América

John Gavin
Embajador.

Por el Gobierno de los
Estados Unidos Mexicanos

Lic. Emilio Mújica Montoya
Secretario de Comunicaciones
y Transportes.

CUADRO

Banda de 806 a 821 y de 851 a 866 MHz

A. Sub-bandas específicas reservadas a cada país:

Para México

Móvil	En par con	Base
806.0125 MHz a 810.9875 MHz		851.0125 MHz a 855.9875 MHz

Para los Estados Unidos

Móvil	En par con	Base
811.0125 MHz a 815.9875 MHz		856.0125 MHz a 860.9875 MHz

B. En las bandas de 816.0125 a 820.9875 MHz y de 861.0125 a 865.9875 MHz las adjudicaciones específicas de frecuencias son las siguientes:

Para México

Grupo 1

Canal	1	41	81	121	161
Móvil	820.9875	819.9875	818.9875	817.9875	816.9875
Base	865.9875	864.9875	863.9875	862.9875	861.9875

Canal	21	61	101	141	181
Móvil	820.4875	819.4875	818.4875	817.4875	816.4875
Base	865.4875	864.4875	863.4875	862.4875	861.4875

Canal	11	51	91	131	171
Móvil	820.7375	819.7375	818.7375	817.7375	816.7375
Base	865.7375	864.7375	863.7375	862.7375	861.7375

Grupo 1 (continuación)

Canal	31	71	111	151	191
Móvil	820.2375	819.2375	818.2375	817.2375	816.2375
Base	865.2375	864.2375	863.2375	862.2375	861.2375

Grupo 3

Canal	3	43	83	123	163
Móvil	820.9375	819.9375	818.9375	817.9375	816.9375
Base	865.9375	864.9375	863.9375	862.9375	861.9375

Canal	23	63	103	143	183
Móvil	820.4375	819.4375	818.4375	817.4375	816.4375
Base	865.4375	864.4375	863.4375	862.4375	861.4375

Canal	13	53	93	133	173
Móvil	820.6875	819.6875	818.6875	817.6875	816.6875
Base	865.6875	864.6875	863.6875	862.6875	861.6875

Canal	33	73	113	153	193
Móvil	820.1875	819.1875	818.1875	817.1875	816.1875
Base	865.1875	864.1875	863.1875	862.1875	861.1875

Grupo 5

Canal	5	45	85	125	165
Móvil	820.8875	819.8875	818.8875	817.8875	816.8875
Base	865.8875	864.8875	863.8875	862.8875	861.8875

Canal	25	65	105	145	185
Móvil	820.3875	819.3875	818.3875	817.3875	816.3875
Base	865.3875	864.3875	863.3875	862.3875	861.3875

Canal	15	55	95	135	175
Móvil	820.6375	819.6375	818.6375	817.6375	816.6375
Base	865.6375	864.6375	863.6375	862.6375	861.6375

Canal	35	75	115	155	195
Móvil	820.1375	819.1375	818.1375	817.1375	816.1375
Base	865.1375	864.1375	863.1375	862.1375	861.1375

Grupo 7

Canal	7	47	87	127	167
Móvil	820.8375	819.8375	818.8375	817.8375	816.8375
Base	865.8375	864.8375	863.8375	862.8375	861.8375

Grupo 7 (continuación)

Canal	27	67	107	147	187
Móvil	820.3375	819.3375	818.3375	817.3375	816.3375
Base	865.3375	864.3375	863.3375	862.3375	861.3375
Canal	17	57	97	137	177
Móvil	820.5875	819.5875	818.5875	817.5875	816.5875
Base	865.5875	864.5875	863.5875	862.5875	861.5875
Canal	37	77	117	157	197
Móvil	820.0875	819.0875	818.0875	817.0875	816.0875
Base	865.0875	864.0875	863.0875	862.0875	861.0875

Grupo 9

Canal	9	49	89	129	169
Móvil	820.7875	819.7875	818.7875	817.7875	816.7875
Base	865.7875	864.7875	863.7875	862.7875	861.7875
Canal	29	69	109	149	189
Móvil	820.2875	819.2875	818.2875	817.2875	816.2875
Base	865.2875	864.2875	863.2875	862.2875	861.2875
Canal	19	59	99	139	179
Móvil	820.5375	819.5375	818.5375	817.5375	816.5375
Base	865.5375	864.5375	863.5375	862.5375	861.5375
Canal	39	79	119	159	199
Móvil	820.0375	819.0375	818.0375	817.0375	816.0375
Base	865.0375	864.0375	863.0375	862.0375	861.0375

Para los Estados Unidos

Grupo 2

Canal	2	42	82	122	162
Móvil	820.9625	819.9625	818.9625	817.9625	816.9625
Base	865.9625	864.9625	863.9625	862.9625	861.9625
Canal	22	62	102	142	182
Móvil	820.4625	819.4625	818.4625	817.4625	816.4625
Base	865.4625	864.4625	863.4625	862.4625	861.4625

Grupo 2 (continuación)

Canal	12	52	92	132	172
Móvil	820.7125	819.7125	818.7125	817.7125	816.7125
Base	865.7125	864.7125	863.7125	862.7125	861.7125

Canal	32	72	112	152	192
Móvil	820.2125	819.2125	818.2125	817.2125	816.2125
Base	865.2125	864.2125	863.2125	862.2125	861.2125

Grupo 4

Canal	4	44	84	124	164
Móvil	820.9125	819.9125	818.9125	817.9125	816.9125
Base	865.9125	864.9125	863.9125	862.9125	861.9125

Canal	24	64	104	144	184
Móvil	820.4125	819.4125	818.4125	817.4125	816.4125
Base	865.4125	864.4125	863.4125	862.4125	861.4125

Canal	14	54	94	134	174
Móvil	820.6625	819.6625	818.6625	817.6625	816.6625
Base	865.6625	864.6625	863.6625	862.6625	861.6625

Canal	34	74	114	154	194
Móvil	820.1625	819.1625	818.1625	817.1625	816.1625
Base	865.1625	864.1625	863.1625	862.1625	861.1625

Grupo 6

Canal	6	46	86	126	166
Móvil	820.8625	819.8625	818.8625	817.8625	816.8625
Base	865.8625	864.8625	863.8625	862.8625	861.8625

Canal	26	66	106	146	186
Móvil	820.3625	819.3625	818.3625	817.3625	816.3625
Base	865.3625	864.3625	863.3625	862.3625	861.3625

Canal	16	56	96	136	176
Móvil	820.6125	819.6125	818.6125	817.6125	816.6125
Base	865.6125	864.6125	863.6125	862.6125	861.6125

Canal	36	76	116	156	196
Móvil	820.1125	819.1125	818.1125	817.1125	816.1125
Base	865.1125	864.1125	863.1125	862.1125	861.1125

Grupo 8

Canal	8	48	88	128	168
Móvil	820.8125	819.8125	818.8125	817.8125	816.8125
Base	865.8125	864.8125	863.8125	862.8125	861.8125
Canal	28	68	108	148	188
Móvil	820.3125	819.3125	818.3125	817.3125	816.3125
Base	865.3125	864.3125	863.3125	862.3125	861.3125
Canal	18	58	98	138	178
Móvil	820.5625	819.5625	818.5625	817.5625	816.5625
Base	865.5625	864.5625	863.5625	862.5625	861.5625
Canal	38	78	118	158	198
Móvil	820.0625	819.0625	818.0625	817.0625	816.0625
Base	865.0625	864.0625	863.0625	862.0625	861.0625

Grupo 10

Canal	10	50	90	130	170
Móvil	820.7625	819.7625	818.7625	817.7625	816.7625
Base	865.7625	864.7625	863.7625	862.7625	861.7625
Canal	30	70	110	150	190
Móvil	820.2625	819.2625	818.2625	817.2625	816.2625
Base	865.2625	864.2625	863.2625	862.2625	861.2625
Canal	20	60	100	140	180
Móvil	820.5125	819.5125	818.5125	817.5125	816.5125
Base	865.5125	864.5125	863.5125	862.5125	861.5125
Canal	40	80	120	160	200
Móvil	820.0125	819.0125	818.0125	817.0125	816.0125
Base	865.0125	864.0125	863.0125	862.0125	861.0125

GPO 1985 48-761 (12800)

10535

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10535

TELECOMMUNICATIONS

Assignment of Television Channels Along United States-Mexican Border

Agreement Between the
UNITED STATES OF AMERICA
and MEXICO

Signed at Mexico June 18, 1982

S 9.10:

GPO 1985 48-783 (F2800)

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89-497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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MEXICO

Telecommunications: Assignment of Television Channels Along United States-Mexican Border

Agreement signed at Mexico June 18, 1982;
Entered into force January 17, 1983.

AGREEMENT RELATING TO
ASSIGNMENTS AND USAGE OF TELEVISION BROADCASTING
CHANNELS IN THE FREQUENCY RANGE
470-806 MHZ (CHANNELS 14-69)
ALONG THE UNITED STATES-MEXICO BORDER

Considering the discussions held in Mexico, D. F., on February 21 and 22, 1980, and in Washington, D. C., on October 15 and 16, 1980, between representatives of the Governments of the United States of America and the United Mexican States on the subject of the allocation of ultra high frequency bands to the land mobile service and to the television service, and bearing in mind also the relevant provisions of Article 31 of the International Telecommunication Convention (Malaga-Torremolinos, 1973),[1] and of Articles 6, 7, and 8 of the Radio Regulations (Geneva, 1979), both Governments have agreed on the respective usage of television broadcasting channels in the frequency range 470-806 MHz (Channels 14-69), in accordance with the following provisions:

A. Scope of Agreement

1. This Agreement shall govern the assignment and utilization of the fifty-six (56) channels in the ultra high frequency broadcasting band in the United States of America and the United Mexican States at locations within 320 kilometers (199 miles) of the land border between the two countries.

Upon entry into force of this Agreement, it will supersede any previous agreement on the assignment of ultra high frequency channels to land border television stations which exists between the United States and Mexico.

2. In determining whether a given station assignment is included within the area described in paragraph A.1 above, the location of the station will be determined by the transmitter location. When there may be difficulty because of uncertain geographical information in determining with precision whether or not a given transmitter site is within the area described in paragraph A.1 above, the country in which the station is to be located will furnish the other country the best information available regarding the location of the proposed site. If the other country has any question regarding the site, it will so inform the proposing country within 30 days of receipt of the above described information. Any differences of opinion as to whether the proposed station assignment is within the area described in paragraph A.1 above, shall be resolved before operation of the station in question is authorized.

B. Power of Stations

1. The maximum effective radiated power in the horizontal plane of any station authorized pursuant to this Agreement shall not exceed 5 megawatts (5000 kilowatts).

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[1] TIAS 8572; 28 UST 2528.

2. Lower power than stipulated above may be authorized to stations by either country, but the authorization of lower power shall not prevent the authorization of the maximum permissible power at a later date, except for specially negotiated short-spaced allotments.

C. Antenna Height

The maximum antenna height above average terrain between 3.2 and 16 kilometers (2 and 10 miles) is 610 meters (2000 feet). Where this limit is exceeded, the maximum power permitted must be reduced in accordance with the graph attached as Figure 1.

D. Offset of Video Carrier Frequency

In order to obtain the most favorable possible desired to undesired signal ratio and the maximum service areas in any group of three stations operating on the same channel, the video carrier frequency of two of such stations shall be offset by plus or minus 10 kiloHertz respectively. The carrier frequency offsets shown in Tables A and B are adopted.

E. Frequency Tolerance

The operating frequencies of stations assigned pursuant to this Agreement shall be maintained within ±1 kiloHertz of the normal or offset frequencies required under Tables A and B.

F. Allotment Plan

The channel allotments shown in Tables A and B are agreed upon.

G. Transmitter Locations

Any television transmitter shall be located to serve the city to which the channel is assigned and to promote the overall efficiency of the allotment plan. Each country shall observe the distances specified in Table C in establishing transmitter sites for the stations serving the cities set forth in Tables A and B; provided, however, that upon agreement of both countries in particular instances, other distances may be used. Specially negotiated short-spaced assignments shall be included in Tables A and B and shall be identified with an asterisk (*) and their operating limitations noted. In determining whether a proposed transmitter site complies with the distances shown in Table C, the following procedures shall obtain.

a. In situations where transmitter sites have not been established in the other country, the distances shall be measured from the proposed transmitter site in one country to the centers of the corresponding cities in the other country.

b. When transmitter sites have been established in the other country and the particulars thereof duly notified, the distances shall be measured from the proposed site in one country to the established sites in the other country.

H. Changes in the Tables

1. It is the intention of the Governments of the United States of America and the United Mexican States that changes may be made in the attached Tables A and B when they will further the purposes of this Agreement and will be conducive to maintaining maximum efficiency in the use of television channels.

2. Either country desiring to effect a change that will result in a more satisfactory technical arrangement of its facilities shall notify the other country of the proposed change in writing. If there is objection to the proposed change, such objection shall be made in writing to the proposing country within 30 days of the receipt of the notice of the proposed change. If no such objection is made within 45 days from the date of the written notifications or upon resolution of the difference which gave rise to such objection, Tables A and B or both shall be considered to be amended to conform with the proposed change.

I. Use of Channels 55-69 Inclusive

Either country may make assignments to stations with effective radiated root mean square (RMS) powers not in excess of 100 watts at locations in excess of 40 kilometers (25 miles) from the common border on Channels 55-69 inclusive without notification to the other country. Assignments at 40 kilometers (25 miles) or less from the border will be notified in accordance with paragraph J of this Agreement.

J. Notification of Station Assignments

1. Each country shall notify the other any assignment of a television station within 30 days following the date of grant of

authorization of such television station within the scope of this Agreement. The notification shall include the following information:

a. Transmitter location (city, longitude and latitude);
b. Channel number, including offset designator, as case may be;
c. Video carrier frequency;
d. Antenna height;
e. Effective radiated power in the horizontal plane;
f. Call letters.

2. Subsequent notifications shall be made within 30 days of the grant of any authorization to modify the particulars for a station which has been notified pursuant to paragraph J.1 above.

3. The date of entry into regular operation of any station shall be notified within 30 days following such a date.

K. Cooperation and Exchange of Information

The administrations of the respective countries will exchange information and cooperate with each other for the purpose of minimizing interference and obtaining maximum efficiency in the use of television channels.

L. Tables A, B and C and Figure 1

The following Tables A, B and C and Figure 1 are an integral part of this Agreement.

M. Enter into Force

This Agreement shall enter into force upon receipt by the Government of the United States of America of notification from the Government of the United Mexican States that the formalities required by national legislation have been completed.[1]

N. Termination

This Agreement may be terminated by either Party by giving a written notice of termination to the other Party. Termination shall take effect one year after the date of the receipt of the notice thereof.

[1] Jan. 17, 1983.

Done in duplicate at Mexico, D. F., in the English and Spanish languages, both versions being equally authentic, this 18 day of the month of June of the year One Thousand Nine Hundred Eighty-Two.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

John Gavin
Ambassador

FOR THE GOVERNMENT OF THE UNITED MEXICAN STATES

Lic. Emilio Mujica Montoya
Secretary of Communications and Transportation

Enclosures:

1. Tables A, B and C
2. Figure 1

TABLE A

MEXICO

Baja California

El Golfo	56				
Ensenada	17	23	29+		
Mexicali	14+	20+	32+	38	
San Felipe	30+				
San Quintin	36				
San Telmo	18+				
Santo Tomas	59				
Sauzal	35	41	61		
Tecate	49	67			
Tijuana	21-	27	33	45	57

Chihuahua

Chihuahua	14-	20	26-		
Ciudad Camargo	17	23			
Ciudad Cuauhtemoc	16+	22+			
Ciudad Delicias	44-	50-			
Ciudad Jimenez	19	25			
Ciudad Juarez	20+	32-	44	56	
Hidalgo del Parral	15+	21+			
Las Minas	17+	23-			
Las Palomas	27+				
Meoqui	56				
Nuevo Casas Grandes	18+	24+	30		
Ojinaga	15				
San Buenaventura	21-				

Coahuila

Ciudad Acuna	34	40+	58		
Cuatro Cienegas	53				
Monclova	29	35			
Muzquiz	41	47			
Nueva Rosita	17-	23+			
Parras	17+	23-			
Piedras Negras	22	28	46		
Sabinas	59	65			
Saltillo	25-	44-	50		

Nuevo Leon

Ciudad Anahuac	49	62		
Linares	15	21-		
Montemorelos	45-	51		
Monterrey	16	22+	28+	34-
Sabinas Hidalgo	32	38		

TABLE A (continued)

Sonora				
Agua Prieta	17+			
Caborca	21-			
Cananea	26	56		
Hermosillo	17-	23	29	35-
Magdalena	14	20-		
Naco	48			
Nacozari	25	31+		
Nogales	22	38+	50+	
Puerto Libertad	18	24-		
Puerto Penasco	19+			
San Javier	38-	44		
San Luis Rio Colorado	44	50		
Sonoita	23+	31-		
Ures	41	47		
Tamaulipas				
#Ciudad Camargo	18	24		
#Ciudad Guerrero	66			
Ciudad Victoria	14+	20	26+	32+
#Matamoros	14	54		
Nuevo Laredo	21	33+	45	
#Reynosa	17	36		
#Rio Bravo	42			
#San Fernando	19	25+		
#Valle Hermoso	52			

TABLE B

UNITED STATES

Arizona

Ajo	23-				
Coolidge	43				
Douglas	28				
Globe	14+				
Kingman	14-				
McNary	22+				
Nogales	16+				
Parker	17-				
Phoenix	15-	21	33	39	
Prescott	19				
Safford	23+				
Tucson	18-	27-	40		
Yuma	16-				

California

Anaheim	56-				
Barstow	35+				
Blythe	22-				
Brawley	26				
Corona	52				
Indio	19+				
Los Angeles	22	28	34	58-	68-
Oxnard	63+				
Palm Springs	36-	42			
Riverside	46				
San Bernardino	18-	24-	30		
San Diego	15	39	51	69	
Santa Ana	40	50-			
Santa Barbara	14	20	32		
Ventura	16+				

New Mexico

Alamogordo	18-			
Carlsbad	15+	25-		
Deming	16			
Hobbs	29+			
Las Cruces	22-	48+		
Lovington	19			
Roswell	21-	27-	33+	
Socorro	15-			

	Texas			
ƒAustin	18+	24	36	42-
Big Spring	14			
ƒBrownsville	23			
ƒCorpus Christi	16	28-	38+	
Del Rio	24+			
El Paso	14	26+	38-	
ƒHarlingen	44	60		
ƒLaredo	27-	39		
ƒMcAllen	48			
Midland	18			
Odessa	24-	30	36+	
San Angelo	21+			
ƒSan Antonio	23-	29+	41+	
ƒVictoria	19+	25		

TABLE C
CO-CHANNEL SEPARATIONS

The minimum co-channel separation is 330 kilometers (205 miles) between co-channel allotments when both are designated by # in Tables A and B. The minimum co-channel separation is 280 kilometers (175 miles) in all other cases.

OTHER SEPARATIONS

(1)	(2)	(3)	(4)	(5)	(6)	(7)
Channel	32 Km 20 miles (IF beat)	32 Km 20 miles (inter-modulation)	90 Km 55 miles (adjacent channel)	95 Km 60 miles (oscil-lator)	95 Km 60 miles (sound image)	120 Km 75 miles (picture image)
14	22	16-19	15	21	28	29
15	23	17-20	14, 16	22	29	30
16	24	14, 18-21	15, 17	23	30	31
17	25	14-15, 19-22	16, 18	24	31	32
18	26	14-16, 20-23	17, 19	25	32	33
19	27	14-17, 21-24	18, 20	26	33	34
20	28	15-18, 22-25	19, 21	27	34	35
21	29	16-19, 23-26	20, 22	28, 14	35	36
22	30, 14	17-20, 24-27	21, 23	29, 15	36	37
23	31, 15	18-21, 25-28	22, 24	30, 16	37	38
24	32, 16	19-22, 26-29	23, 25	31, 17	38	39
25	33, 17	20-23, 27-30	24, 26	32, 18	39	40
26	34, 18	21-24, 28-31	25, 27	33, 19	40	41
27	35, 19	22-25, 29-32	26, 28	34, 20	41	42
28	36, 20	23-26, 30-33	27, 29	5, 21	42, 14	43
29	37, 21	24-27, 31-34	28, 30	36, 22	43, 15	44, 14
30	38, 22	25-28, 32-35	29, 31	37, 23	44, 16	45, 15
31	39, 23	26-29, 33-36	30, 32	38, 24	45, 17	46, 16
32	40, 24	27-30, 34-37	31, 33	39, 25	46, 18	47, 17
33	41, 25	28-31, 35-38	32, 34	40, 26	47, 19	48, 18
34	42, 26	29-32, 36-39	33, 35	41, 27	48, 20	49, 19
35	43, 27	30-33, 37-40	34, 36	42, 28	49, 21	50, 20
36	44, 28	31-34, 38-41	35, 37	43, 29	50, 22	51, 21
37	45, 29	32-35, 39-42	36, 38	44, 30	51, 23	52, 22
38	46, 30	33-36, 40-43	37, 39	45, 31	52, 24	53, 23
39	47, 31	34-37, 41-44	38, 40	46, 32	53, 25	54, 24
40	48, 32	35-38, 42-45	39, 41	47, 33	54, 26	55, 25
41	49, 33	36-39, 43-46	40, 42	48, 34	55, 27	56, 26
42	50, 34	37-40, 44-47	41, 43	49, 35	56, 28	57, 27
43	51, 35	38-41, 45-48	42, 44	50, 36	57, 29	58, 28
44	52, 36	39-42, 46-49	43, 45	51, 37	58, 30	59, 29
45	53, 37	40-43, 47-50	44, 46	52, 38	59, 31	60, 30
46	54, 38	41-44, 48-51	45, 47	53, 39	60, 32	61, 31
47	55, 39	42-45, 49-52	46, 48	54, 40	61, 33	62, 32
48	56, 40	43-46, 50-53	47, 49	55, 41	62, 34	63, 33
49	57, 41	44-47, 51-54	48, 50	56, 42	63, 35	64, 34

TABLE C (continued)

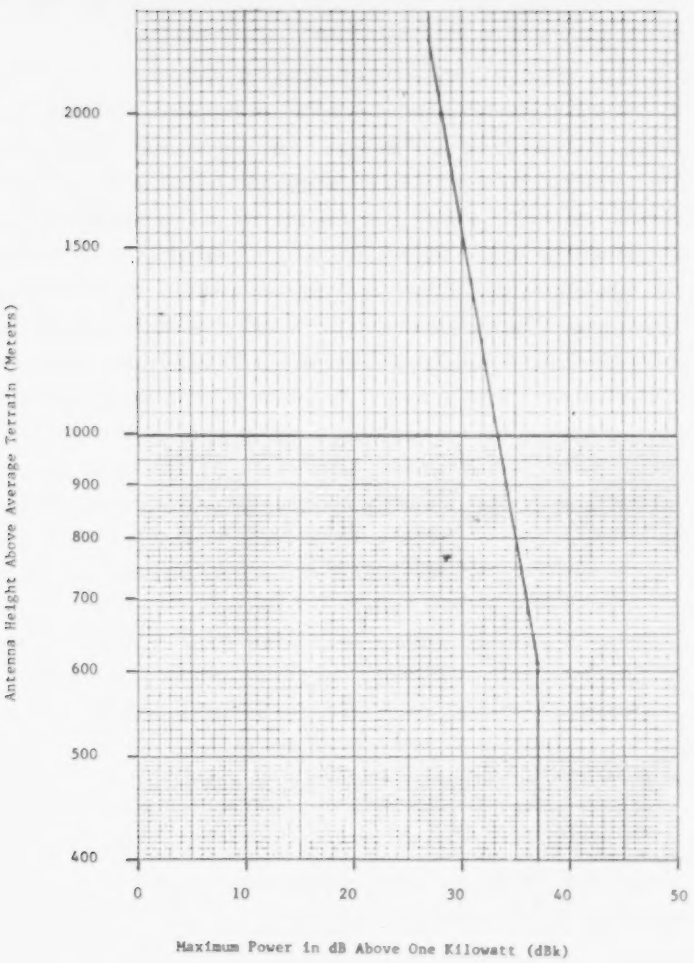
OTHER SEPARATIONS (continued)

(1) Channel	(2) 32 Km 20 miles (IF beat)	(3) 32 Km 20 miles (inter-modulation)	(4) 90 Km 55 miles (adjacent channel)	(5) 95 Km 60 miles (oscil-lator)	(6) 95 Km 60 miles (sound image)	(7) 120 Km 75 miles (picture image)
50	58, 42	45-48, 52-55	49, 51	57, 43	64, 36	65, 35
51	59, 43	46-49, 53-56	50, 52	58, 44	65, 37	66, 36
52	60, 44	47-50, 54-57	51, 53	59, 45	66, 38	67, 37
53	61, 45	48-51, 55-58	52, 54	60, 46	67, 39	68, 38
54	62, 46	49-52, 56-59	53, 55	61, 47	68, 40	69, 39
55	63, 47	50-53, 57-60	54, 56	62, 48	69, 41	40
56	64, 48	51-54, 58-61	55, 57	63, 49	42	41
57	65, 49	52-55, 59-62	56, 58	64, 50	43	42
58	66, 50	53-56, 60-63	57, 59	65, 51	44	43
59	67, 51	54-57, 61-64	58, 60	66, 52	45	44
60	68, 52	55-58, 62-65	59, 61	67, 53	46	45
61	69, 53	56-59, 63-66	60, 62	68, 54	47	46
62	54	57-60, 64-67	61, 63	69, 55	48	47
63	55	58-61, 65-68	62, 64	56	49	48
64	56	59-62, 66-69	63, 65	57	50	49
65	57	60-63, 67-69	64, 66	58	51	50
66	58	61-64, 68-69	65, 67	59	52	51
67	59	62-65, 69	66, 68	60	53	52
68	60	63-66	67, 69	61	54	53
69	61	64-67	68	62	55	54

NOTE: The parenthetical reference beneath the distance figures in columns (2) through (7), inclusive, indicate, in abbreviated form, the bases for the required distance separations. The hyphenated numbers listed in column (3) are both inclusive.

Figure 1

MAXIMUM POWER versus ANTENNA HEIGHT



ACUERDO RELATIVO A LA ASIGNACION Y UTILIZACION DE CANALES DE RADIODIFUSION PARA TELEVISION EN EL RANGO DE FRECUENCIAS DE 470-806 MHZ (CANALES 14-69) A LO LARGO DE LA FRONTERA ESTADOS UNIDOS-MEXICO

Teniendo en cuenta las pláticas sostenidas en México, D.F., el 21 y el 22 de febrero de 1980, y en Washington, D.C., el 15 y el 16 de octubre de 1980, entre representantes de los Gobiernos de los Estados Unidos de América y de los Estados Unidos Mexicanos sobre la atribución de canales de ultra altas frecuencias para el servicio móvil terrestre y para el servicio de televisión, y teniendo en cuenta también las disposiciones pertinentes del Artículo 31 del Convenio Internacional de Telecomunicaciones (Málaga-Torremolinos, 1973) y de los Artículos 6, 7 y 8 del Reglamento de Radiocomunicaciones (Ginebra, 1979), ambos Gobiernos han convenido en el uso respectivo de los canales de radiodifusión para televisión en el rango de frecuencias de 470-806 MHz (canales 14-69) de acuerdo con las siguientes disposiciones:

A. Finalidad del Acuerdo

1. Este Acuerdo regirá la asignación y utilización de los cincuenta y seis (56) canales en la banda de ultra altas frecuencias de radiodifusión en los Estados Unidos de América y los Estados Unidos Mexicanos en localidades dentro de los 320 kilómetros (199 millas) del territorio fronterizo entre los dos países.

A partir de la entrada en vigor de este Acuerdo, quedará derogado cualquier acuerdo anterior que sobre asignación de canales de ultra altas frecuencias para estaciones fronterizas de televisión exista entre Estados Unidos y México.

2. Para determinar si la asignación a una estación dada está incluida dentro del área especificada en el párrafo A.1 anterior, la

ubicación de la estación se determinará por la ubicación del transmisor. Cuando se presenten dificultades debidas a una información geográfica incierta para determinar con precisión si la ubicación de un transmisor dado se encuentra o no dentro del área descrita en el párrafo A.1 anterior, el país en el que la estación estará localizada proporcionará al otro país la mejor información disponible con relación a la ubicación del sitio propuesto. Si el otro país tiene alguna duda con respecto al sitio, informará al país que hace la proposición dentro de los 30 días siguientes al recibo de la información descrita anteriormente. Cualquier diferencia de opinión en cuanto a si la asignación a la estación propuesta está dentro del área descrita en el párrafo A.1 anterior, será resuelta antes que la operación de la estación en cuestión sea autorizada.

B. Potencia de las Estaciones

1. La máxima potencia radiada aparente en el plano horizontal de cualquier estación autorizada de conformidad con este Acuerdo, no excederá de 5 megawatts (5 000 kilowatts).

2. Cada país podrá autorizar estaciones que operen con potencias menores a las estipuladas anteriormente, pero la autorización de potencias menores no impedirá la autorización de la potencia máxima permisible en una fecha posterior, excepto para asignaciones con separación menor negociadas especialmente.

C. Altura de la Antena

La altura máxima de la antena sobre el nivel del terreno promedio entre 3.2 y 16 kilómetros (2 y 10 millas) es 610 metros (2 000 pies). Cuando este límite sea excedido, la potencia máxima permitida deberá ser reducida de conformidad con la gráfica anexa como Figura 1.

D. Desviación de la Frecuencia Portadora de Video

Con el fin de obtener la relación más favorable posible de señales deseadas y no deseadas, así como las máximas áreas de servicio para cualquier grupo de tres estaciones operando en el mismo canal, la frecuencia portadora de video de dos de estas estaciones deberá estar desviada en más o menos 10 kilohertz respectivamente. Son adoptadas las desviaciones de frecuencia portadora que figuran en los Cuadros A y B.

E. Tolerancia de Frecuencia

Las frecuencias de operación de las estaciones asignadas de conformidad con el presente Acuerdo deberán mantenerse dentro de ± 1 kilohertz de la frecuencia normal o de la frecuencia de desviación requeridas de conformidad con los Cuadros A y B.

F. Plan de Adjudicaciones

Se está de acuerdo con la adjudicación de canales que figura en los Cuadros A y B.

G. Ubicación de los Transmisores

Cualquier transmisor de televisión deberá estar situado para servir a la ciudad a la que ha sido asignado el canal y para obtener la mayor eficiencia posible del plan de adjudicaciones. Cada país deberá acatar las distancias especificadas en el Cuadro C al determinar la ubicación del transmisor para las estaciones que presten servicio a las poblaciones especificadas en los Cuadros A y B. Sin embargo, previo acuerdo de ambos países en casos particulares, podrán utilizarse otras distancias. Las asignaciones con separación menor negociadas especialmente, serán incluidas en los Cuadros A y B y serán identificadas con un asterisco (*), además de especificar sus limitaciones operacionales. Al determinar si la ubicación de un transmisor propuesto cumple con las distancias especificadas en el Cuadro C, deberán seguirse los siguientes procedimientos:

a. En aquellos casos en que la ubicación de los transmisores no haya sido determinada en el otro país, las distancias deberán medirse de la ubicación propuesta del transmisor en uno de los países, al centro de las poblaciones correspondientes en el otro país.

b. Cuando la ubicación de los transmisores haya sido determinada en el otro país y los datos particulares de los mismos hayan sido debidamente notificados, las distancias deberán medirse desde la ubicación propuesta en uno de los países a las ubicaciones ya determinadas en el otro país.

H. Modificaciones en los Cuadros

1. Es la intención de los Gobiernos de los Estados Unidos de América y de los Estados Unidos Mexicanos, que se efectúen modificaciones en los Cuadros A y B anexos, cuando dichas modificaciones sean en beneficio de las finalidades perseguidas por el presente Acuerdo y conduzcan al mantenimiento de una máxima eficiencia en la utilización de los canales de televisión.

2. Cualquiera de los dos países que desee llevar a cabo una modificación que dé como resultado un arreglo técnico más satisfactorio de sus facilidades, deberá notificar por escrito al otro país la modificación propuesta. Si hay objeción a la modificación propuesta, dicha objeción deberá ser presentada por escrito al país proponente dentro de los 30 días siguientes al recibo de la notificación de la modificación propuesta. Si no se presenta dicha objeción dentro de los 45 días siguientes a la fecha de la notificación por escrito, o en caso de haberse llegado a alguna solución en cuanto a las diferencias que hayan surgido por dicha objeción, deberán considerarse como enmendados los Cuadros A o B o ambos, para ajustarse a la modificación propuesta.

I. Utilización de los Canales 55 a 69, inclusive

Cada país puede realizar asignaciones a estaciones con potencias radiadas aparentes cuyo valor cuadrático medio (R C M) no exceda de los 100 watts, en lugares ubicados más allá de los 40 kilómetros (25 millas) de la frontera común en los canales del 55 al 69, inclusive, sin notificación al otro país. Las asignaciones efectuadas a 40 kilómetros (25 millas) o menos de la frontera, serán notificadas de conformidad con el párrafo J del presente Acuerdo.

J. Notificación de Asignaciones a Estaciones

1. Cada país deberá notificar al otro cualquier asignación para una estación de televisión, dentro de los 30 días siguientes a la fecha del otorgamiento de la autorización correspondiente, de conformidad con las finalidades del presente Acuerdo. Dicha notificación deberá incluir la siguiente información:

a. Ubicación del transmisor (ciudad, longitud y latitud);

b. Número del Canal, incluyendo el indicador de desviación, si es el caso;

c. Frecuencia portadora de video;

d. Altura de la antena;

e. Potencia radiada aparente en el plano horizontal;

f. Distintivo de llamada.

2. Se deberán realizar notificaciones subsecuentes dentro de los

30 días siguientes al otorgamiento de cualquier autorización para modificar las características particulares de una estación que haya sido previamente notificada de conformidad con las disposiciones del párrafo J.1 anterior.

3. La fecha de entrada en operación regular de cualquier estación deberá ser notificada dentro de los 30 días siguientes a dicha fecha.

K. Cooperación e Intercambio de Información

Las administraciones de los países respectivos intercambiarán información y cooperarán entre sí con vistas a la disminución de interferencias y para obtener una eficiencia máxima en la utilización de los canales de televisión.

L. Cuadros A, B y C y Figura 1

Los siguientes Cuadros A, B y C, y la Figura 1, constituyen parte integral del presente Acuerdo.

M. Entrada en Vigor

Este Acuerdo entrará en vigor al recibir el Gobierno de los Estados Unidos de América la notificación del Gobierno de los Estados Unidos Mexicanos de que se ha cumplido con las formalidades exigidas por su legislación nacional.

N. Denuncia del Acuerdo

El presente Acuerdo puede darse por terminado por cualquiera de las Partes, mediante aviso de denuncia por escrito a la otra Parte. La terminación surtirá sus efectos un año después de la fecha de recepción

del aviso de denuncia.

Hecho en duplicado en México, D.F., en los idiomas inglés y español, siendo ambos textos igualmente válidos, a los dieciocho días del mes de junio del año de mil novecientos ochenta y dos.

Por el Gobierno de los Estados Unidos de América

John Gavin
Embajador.

Por el Gobierno de los Estados Unidos Mexicanos

Lic. Emilio Mújica Montoya
Secretario de Comunicaciones y Transportes.

Anexos:

1. Cuadros A, B y C;
2. Figura 1.

CUADRO A

MEXICO

Véanse los cuadros en las páginas 7-8.

CUADRO B

ESTADOS UNIDOS

Véanse los cuadros en las páginas 9-10.

CUADRO C
SEPARACION EN EL MISMO CANAL

La separación mínima en un mismo canal es de 330 kilómetros (205 millas) entre asignaciones en un mismo canal cuando ambas aparecen precedidas por el signo # en los cuadros A y B. La separación mínima en un mismo canal es de 280 kilómetros (175 millas) en todos los demás casos.

	OTRAS SEPARACIONES					
(1) Canal	(2) 32 km. 20 millas (Batido de FI)	(3) 32 km. 20 millas (intermodulación)	(4) 90 km. 55 millas (canal adyacente)	(5) 95 km. 60 millas (oscilador)	(6) 95 km. 60 millas (sonido del canal de imagen)	(7) 120 km. 75 millas (figura del canal de imagen)
14	22	16-19	15	21	28	29
15	23	17-20	14, 16	22	29	30
16	24	14, 18-21	15, 17	23	30	31
17	25	14-15, 19-22	16, 18	24	31	32
18	26	14-16, 20-23	17, 19	25	32	33
19	27	14-17, 21-24	18, 20	26	33	34
20	28	15-18, 22-25	19, 21	27	34	35
21	29	16-19, 23-26	20, 22	28, 14	35	36
22	30, 14	17-20, 24-27	21, 23	29, 15	36	37
23	31, 15	18-21, 25-28	22, 24	30, 16	37	38
24	32, 16	19-22, 26-29	23, 25	31, 17	38	39
25	33, 17	20-23, 27-30	24, 26	32, 18	39	40
26	34, 18	21-24, 28-31	25, 27	33, 19	40	41

CUADRO C (continuación)

OTRAS SEPARACIONES (continuación)

(1)	(2)	(3)	(4)	(5)	(6)	(7)
27	35, 19	22-25, 29-32	26, 28	34, 20	41	42
28	36, 20	23-26, 30-33	27, 29	35, 21	42, 14	43
29	37, 21	24-27, 31-34	28, 30	36, 22	43, 15	44, 14
30	38, 22	25-28, 32-35	29, 31	37, 23	44, 16	45, 15
31	39, 23	26-29, 33-36	30, 32	38, 24	45, 17	46, 16
32	40, 24	27-30, 34-37	31, 33	39, 25	46, 18	47, 17
33	41, 25	28-31, 35-38	32, 34	40, 26	47, 19	48, 18
34	42, 26	29-32, 36-39	33, 35	41, 27	48, 20	49, 19
35	43, 27	30-33, 37-40	34, 36	42, 28	49, 21	50, 20
36	44, 28	31-34, 38-41	35, 37	43, 29	50, 22	51, 21
37	45, 29	32-35, 39-42	36, 38	44, 30	51, 23	52, 22
38	46, 30	33-36, 40-43	37, 39	45, 31	52, 24	53, 23
39	47, 31	34-37, 41-44	38, 40	46, 32	53, 25	54, 24
40	48, 32	35-38, 42-45	39, 41	47, 33	54, 26	55, 25
41	49, 33	36-39, 43-46	40, 42	48, 34	55, 27	56, 26
42	50, 34	37-40, 44-47	41, 43	49, 35	56, 28	57, 27
43	51, 35	38-41, 45-48	42, 44	50, 36	57, 29	58, 28
44	52, 36	39-42, 46-49	43, 45	51, 37	58, 30	59, 29
45	53, 37	40-43, 47-50	44, 46	52, 38	59, 31	60, 30
46	54, 38	41-44, 48-51	45, 47	53, 39	60, 32	61, 31
47	55, 39	42-45, 49-52	46, 48	54, 40	61, 33	62, 32
48	56, 40	43-46, 50-53	47, 49	55, 41	62, 34	63, 33
49	57, 41	44-47, 51-54	48, 50	56, 42	63, 35	64, 34
50	58, 42	45-48, 52-55	49, 51	57, 43	64, 36	65, 35

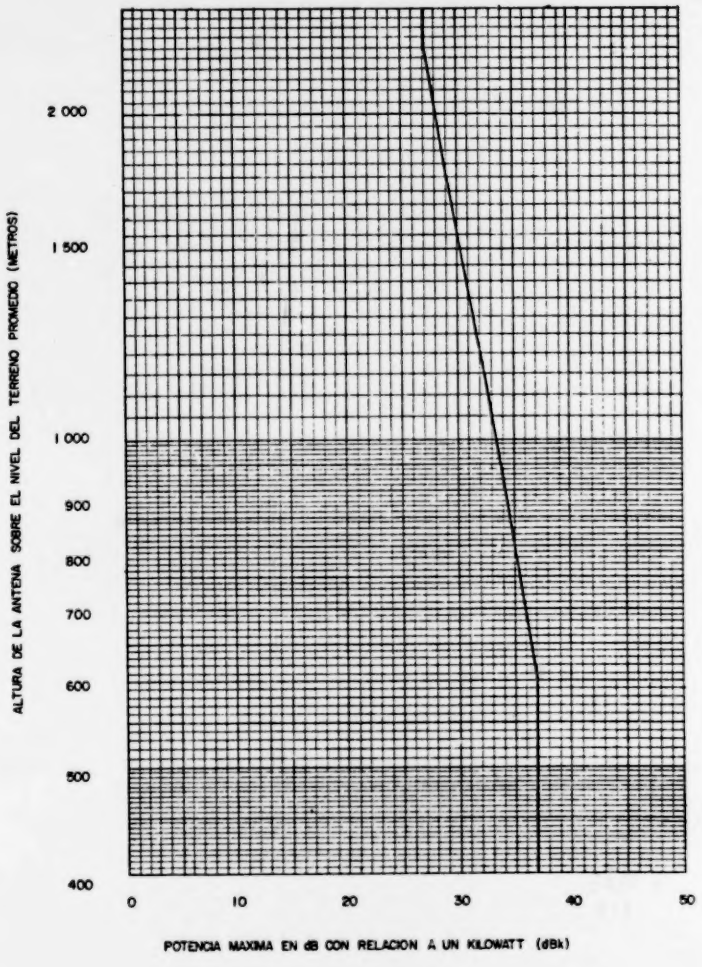
CUADRO C (continuación)

OTRAS SEPARACIONES (continuación)

(1)	(2)	(3)	(4)	(5)	(6)	(7)
51	59, 43	46-49, 53-56	50, 52	58, 44	65, 37	66, 36
52	60, 44	47-50, 54-57	51, 53	59, 45	66, 38	67, 37
53	61, 45	48-51, 55-58	52, 54	60, 46	67, 39	68, 38
54	62, 46	49-52, 56-59	53, 55	61, 47	68, 40	69, 39
55	63, 47	50-53, 57-60	54, 56	62, 48	69, 41	40
56	64, 48	51-54, 58-61	55, 57	63, 49	42	41
57	65, 49	52-55, 59-62	56, 58	64, 50	43	42
58	66, 50	53-56, 60-63	57, 59	65, 51	44	43
59	67, 51	54-57, 61-64	58, 60	66, 52	45	44
60	68, 52	55-58, 62-65	59, 61	67, 53	46	45
61	69, 53	56-59, 63-66	60, 62	68, 54	47	46
62	54	57-60, 64-67	61, 63	69, 55	48	47
63	55	58-61, 65-68	62, 64	56	49	48
64	56	59-62, 66-69	63, 65	57	50	49
65	57	60-63, 67-69	64, 66	58	51	50
66	58	61-64, 68-69	65, 67	59	52	51
67	59	62-65, 69	66, 68	60	53	52
68	60	63-66,	67, 69	61	54	53
69	61	64-67,	68	62	55	54

NOTA: La referencia entre paréntesis que figura debajo de las cifras relativas a la distancia en millas en las columnas de la 2 a la 7 ambas inclusive, indican, en forma abreviada las bases para la separación en millas requerida. Los números separados por guión en la columna (3) son ambos inclusive.

FIGURA 1 MAXIMA POTENCIA CONTRA ALTURA DE ANTENA



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Agreements Between the
UNITED STATES OF AMERICA
and COLOMBIA

Amending the Agreement of
August 3, 1978, as Amended

Effected by Exchange of Letters
Signed at Bogota February 18 and March 12, 1981

And Exchange of Letters
Signed at Bogota September 23 and
December 11, 1981

And Exchange of Letters
Signed at Washington June 10 and 16, 1982

S 9.10:

48-787 O - 85 - 1

NOTE BY THE DEPARTMENT OF STATE

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COLOMBIA

Trade in Textiles and Textile Products

Agreements amending the agreement of August 3, 1978, as amended.
Effected by exchange of letters
Signed at Bogota February 18 and March 12, 1981;
Entered into force March 12, 1981.
And exchange of letters
Signed at Bogota September 23 and December 11, 1981;
Entered into force December 11, 1981.
And exchange of letters
Signed at Washington June 10 and 16, 1982;
Entered into force June 16, 1982.

READEX FICHE best copy available

The Colombian Deputy Director for Exports to the American Economic Counselor

INCOMEX

EX- SD No.

Bogotá, D.E.,

Señor
REYNOLD RIEMER
Consejero Económico Comercial
Embajada de los Estados Unidos
Ciudad

Apreciado Señor:

En razón a las necesidades potenciales de las empresas exportadoras, y en consideración del parágrafo 8[1] del Acuerdo Bilateral Textil, pedimos a usted adelantar ante el Departamento de Estado las gestiones pertinentes para elevar el nivel de consulta de la categoría 310 (escocesa) en 500.000 yardas cuadradas adicionales para llegar a un nivel de consulta de 3'700.000 yardas cuadradas a partir del año textil Junio 1980 - Julio 1981.

Agradecemos la atención prestada a la presente.

Atentamente,

José Alberto Pérez Toro

JOSE ALBERTO PEREZ TORO
Subdirector Exportaciones

[1] Debe decir "parágrafo 9".

TRANSLATION

INCOMEX

Bogota, February 18, 1981

Mr. Reynold Riemer
Economic and Commercial Counselor
United States Embassy
Bogota

Dear Sir:

In view of the potential needs of the exporting enterprises and bearing in mind paragraph 8 of the bilateral textile agreement, we request you to take the appropriate steps with the Department of State to raise the consultation level of category 310 (gingham) by 500,000 additional square yards to a consultation level of 3,700,000 square yards beginning with the Agreement year of June 1980-July 1981.

We appreciate your attention to this request.

Very truly yours,

[s] Jose Alberto Perez Toro

Jose Alberto Perez Toro
Deputy Director for Exports

[Seal]

The American Economic Counselor to the Colombian Deputy Director for Exports

Bogotá, Colombia
March 12, 1981

Doctor
José Alberto Pérez Toro
Sub-Director Exportaciones
INCOMEX
Calle 28 No.13A-15, Piso 7
Bogotá

Dear Doctor Pérez:,

I refer to paragraph 9 of the Agreement between the United States of America and the Republic of Colombia relating to trade in cotton, wool, and man-made fiber textiles and textile products, with annexes, effected by exchange of notes August 3, 1978, as amended ("The Agreement"),[1] and to your letter of February 18, 1981, in which you request on behalf of the Government of the Republic of Colombia that the consultation level for Category 310, Gingham, be increased by 500,000 square yards equivalent to a level of 3,700,000 sye for the 1980 - 1981 Agreement year.

I am pleased to inform you that my Government agrees to this request, and that your letter and this reply thereto constitute an amendment to the Agreement.

Sincerely yours,

Reynold A. Riemer
Economic Counselor

[1] TIAS 9515, 9645, 9713, 9874; 30 UST 5532; 31 UST 4832; 32 UST 482,___.

The Colombian Deputy Director for Exports to the American Economic Counselor

INCOMEX

EX-ET

Bogotá D.E.
23 de septiembre de 1981

Señor
REYNOLD AUGUST RIEMER
Consejero Asuntos Economicos
Embajada Estados Unidos
Ciudad.-

Apreciado Señor :

Por medio de su amable conducto desearíamos se adelanten los trámites necesarios ante el Departamento de Estado para incrementar el nivel de consulta de la categoría 602 , hilos de nylon.

Actualmente esta categoría dispone de un cupo de un millón de yardas cuadradas y quisieramos que para la vigencia del año textil julio 1981 - julio 1982 se elevara al nivel de 2'610.000 yardas cuadradas.

Esta solicitud la planteamos teniendo en cuenta la capacidad de exportación de una de las más importantes empresas textileras.

Atentamente ,

INCOMEX

JOSE ALBERTO PEREZ TORO
Subdirector de Exportaciones

TRANSLATION

INCOMEX

Bogota, D.E., September 23, 1981

Mr. Reynold August Riemer
Economic Counselor
Embassy of the United States of America
Bogota, Colombia

Dear Sir:

We wish to request your assistance in arranging with the Department of State to increase the consultation level for category 602, nylon thread.

At the present time the quota for this category is one million square yards. We would like to have the level increased to 2,610,000 square yards for the July 1981-July 1982 textile year.

We are presenting this request in the light of the export capacity of one of the largest textile companies.

Sincerely,

[s] Jose Alberto Perez Toro

Jose Alberto Perez Toro
Assistant Director for Exports

[Office of the Assistant Director for Exports, Colombian Institute of Foreign Trade stamp]

The American Economic Counselor to the Colombian Deputy Director for Exports

EMBASSY OF THE
UNITED STATES OF AMERICA

Bogotá, Colombia
December 11, 1981

Mr. José Alberto Pérez Toro
Subdirector de Exportaciones
INCOMEX
Calle 28 No. 13A-15, Piso 7
Bogotá, D.E.

Dear Mr. Pérez:

I am writing with regard to your letter of September 17, 1981[1] requesting an increase in the consultation level for category 602 -yarn cont, non-cellulosic for the July 1981-July 1982 agreement year, in accordance with the agreement between the United States and Colombia relating to trade in cotton, wool and man-made fiber textiles ("The Agreement") with annexes as amended, effected by exchange of notes August 3, 1978.

The Colombian government requested increasing the consultation level in category 602 for July 1, 1981-July 1982 agreement year, in accordance with paragraph 9 of the agreement, in the following manner: 1) current level, 1,000,000 SYE 2) adjusted level, 2,610, 000 SYE.

I am pleased to inform you that my government agrees to this request, and that your request and this reply thereto constitute an amendment to the agreement.

Sincerely,

Reynold Riemer
Economic Counselor

[1] Should read "September 23".

The Colombian Ambassador to the Deputy Assistant Secretary for Trade and Commercial Affairs

EMBAJADA DE COLOMBIA
WASHINGTON, D. C.

June 10, 1982
N° 982/E-151

Mr. Dennis Lamb
Deputy Assistant Secretary
for Trade and Commerccial Affairs
Department of State
Room 3421
22nd and C Street
Washington, D.C.

Dear Mr. Lamb:

With reference to paragraph 9 of the Agreement between the United States of America and the Republic of Colombia relating to trade in cotton, wool and man-made fiber textile and textile products with annexes affected by exchange of notes dated August 3, 1978, on behalf of the Government of Colombia, we request that the consultation level for category 435 be increased from 300,000 square yards equivalent to 400,000 square yards equivalent for the 1981-1982 agreement year. We would appreciate receiving a reply to this request at your earliest convenience.

Sincerely,

Fernando Gaviria
Ambassador of Colombia

The Deputy Assistant Secretary for Trade and Commercial Affairs to the Colombian Ambassador

DEPARTMENT OF STATE
Washington, D.C. 20520

JUN 16 1982

His Excellency
Fernando Gaviria
Ambassador of Colombia
2118 Leroy Place, N.W.
Washington, D.C. 20008

Excellency:

I refer to Paragraph 9 of the Agreement between the United States of America and the Republic of Colombia relating to Trade in Cotton, Wool and Man-Made Fiber Textiles and Textile Products, with annexes, as amended, ("The Agreement"), and to your letter of June 10, 1982 in which you request on behalf of the Government of Colombia that the consultation level for Category 435 be increased from 300,000 square yards equivalent to a level of 400,000 square yards equivalent for the 1981-1982 Agreement Year.

I am pleased to inform you that my Government agrees to this request, and that your letter and this reply constitute an amendment to the Agreement.

Sincerely,

Denis Lamb
Deputy Assistant Secretary
Trade and Commercial Affairs
Bureau of Economic and
Business Affairs

GPO 1985 48-787 (12800)

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TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10540

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SCIENCE AND TECHNOLOGY

Memorandum of Understanding Between the UNITED STATES OF AMERICA and the REPUBLIC OF KOREA

Signed at Washington and Seoul
May 24 and June 23, 1982

S9. 10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89-497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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Washington, D.C. 20402

REPUBLIC OF KOREA

Science and Technology

Memorandum of understanding signed at Washington and Seoul
May 24 and June 23, 1982;
Entered into force June 23, 1982;
Effective May 24, 1982.

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE NATIONAL SCIENCE FOUNDATION OF THE UNITED STATES OF AMERICA

AND

THE KOREA SCIENCE AND ENGINEERING FOUNDATION OF THE REPUBLIC OF KOREA

FOR

COOPERATION IN SCIENCE AND TECHNOLOGY

1. On November 22, 1976, the United States of America and the Republic of Korea entered into an Agreement for scientific and technological cooperation.[1] The purpose of the programs provided for in that Agreement is to promote cooperation between the two countries in science and technology for peaceful purposes. The principal object of this cooperation is to provide additional opportunities to exchange ideas, information, skills, and techniques, and to collaborate on problems of mutual interest and benefit. On November 6, 1981, this bilateral agreement was extended for five years.[2]

2. This Memorandum of Understanding (hereinafter referred to as the Memorandum) constitutes an interagency agreement between the National Science Foundation (NSF) for the United States of America and the Korea Science and Engineering Foundation (KOSEF) for the Republic of Korea (hereinafter referred to as the parties) for a program in science and technology under the Agreement of November 22, 1976, as amended and extended. This Memorandum replaces the Memorandum signed at Seoul, Korea, on May 24, 1977.[3] This Memorandum is subject to the laws and regulations of each country.

3. The scope of this program may cover all recognized branches of the natural and engineering sciences, including mathematics and related social sciences. NSF and KOSEF, from time to time, may, upon agreement, select specific scientific areas for cooperation.

4. The types of cooperative activities within the approved subject matter areas will include:

4.1. research;

4.2. individual exchanges; and

4.3. seminars and workshops.

Other activities may be added upon agreement of the two agencies.

---

[1] TIAS 8456; 27 UST 4350.
[2] TIAS 10295; 33 UST.
[3] TIAS 8678; 28 UST 6189.

5. Scientific and technical information of a non-proprietary nature derived from cooperative activity under this Memorandum shall be made available to the world's scientific community through customary channels and in accordance with normal scientific procedures. Where particular scientific or technical results derived from a cooperative activity under this Memorandum may be subject to copyright or patent protection, each party shall hold these rights in its own country and may make appropriate licenses in accordance with its own laws and procedures. Either party may seek rights in third countries upon notification of the other party. The notification shall include an offer to enter into separate written understandings regarding the sharing of third country rights and costs.

6. Subject to the availability of appropriated funds, each agency shall normally bear the costs of its own participation in the program.

7. Each agency shall designate a program officer who shall be the principal point of contact for the other agency in the conduct of the business of the program.

8. As required, the program officers of the two agencies will meet, in either the United States or the Republic of Korea, for the purpose of maintaining administrative efficiency and jointly considering current and proposed activities in the program.

9. If necessary, joint staff meetings, alternating between the United States and the Republic of Korea, for review of the program, including administrative guidelines for management of cooperative activities, program planning, and for the conduct of program business shall be held. The program officers from each agency will participate in the joint staff meetings, as appropriate.

10. In accordance with the standard procedures and regulations governing NSF and KOSEF, each agency shall make known to the scientific community in its country the opportunities for cooperation made possible by the program.

11. Each agency will prepare an Annual report on the program following its own fiscal year system. Reports shall be completed as early as practicable following the completion of the report period. Each party shall deliver one copy of its report to the other promptly after its availability. Copies of the reports shall be made publicly available in accordance with the laws of the reporting country.

12. This Memorandum shall enter into force May 24, 1982, after signature by the Director of the National Science Foundation and the Director of the Korea Science and Engineering Foundation, or their designees, and remain in force for five years. This Memorandum may be terminated after ninety days written notice by the party desiring to terminate the agreement to the other party. The Memorandum may be extended or amended by written agreement of the parties.

Done in duplicate in English and Korean languages, both texts being equally authentic.

[1]

National Science Foundation
Washington, D. C.

24 day of May 1982

[2]

Korea Science and Engineering Foundation
Seoul, Korea

23 day of June 1982

[1] John B. Slaughter.
[2] Chung Oh Lee.

5

대한민국한국과학재단(KOSEF)과 미합중국국립과학재단(NSF) 간의

양 해 각 서

1. 대한민국과 미합중국은 1976년 11월 22일 과학기술협력을 위한 협정을 체결하였다. 동 협정에 규정된 제반 사업의 목적은 양국간의 과학기술협력을 촉진하는 것이다.
본 협력의 주요 목표는 아이디어, 정보, 기술 및 기법을 교환할 기회를 추가로 제공하여 공동관심과 이익이 되는 문제에 관하여 상호 협력하는 것이다. 양방은 1981년 11월 6일 동 협정서를 5년 더 연장하기로 합의했다.

2. 본 양해 각서는 (이하 "각서"라 한다) 1976년 11월 22일에 체결된 협정 내용에 의거 과학기술 사업을 위하여 대한민국 한국과학재단과 미합중국 국립과학재단 간의 (이하 "양방"이라 한다) 수정 연장된 기존간 협정하에 본 양해 각서에는 1977년 5월 24일 서울에서 서명, 교환된 각서를 대신한다. 본 각서는 자국의 법규와 규제조치에 제한을 받는다.

3. 본 사업의 범위는 수학 및 인접 사회과학 분야를 포함하여 모든 인접한 자연과학과 공학의 제분야를 포함한다. 양방은 필요에 따라 합의하여 특정과학 분야를 선정할 수 있다.

4. 승인된 주요사업들의 활동유형은 다음을 포함한다.

4.1 공동연구

4.2 과학자 상호 교류

4.3 공동세미나 및 공습회

여타 활동은 양방의 합의에 의거 추가될 수 있다.

5. 본 양해각서 하에서 이루어진 협력활동 결과 얻어진 비독점적인 성격의 과학 및 기술정보는 관례적인 경로를 통하여 정상적인 과학적 절차에 따라 세계 과학계에 공표될 것이다. 본 양해 각서에 의한 협력활동을 통하여 얻어진 독수한 과학적 또는 기술적 결과를 지적권 또는 독허권의 보호를 받을 수 있고 양방은 자국내에서 이 권리를 보유하게 될 것이며 자국의 법률 및 절차에 따라서 적절한 사용권을 허용할 수 있다. 또한 일방은 상방과의 협의하에 제3국에서의 권리를 요구할 수 있다. 동 협의는 제3국에서의 권리 및 이용의 문제에 관한 양국 정부의 의견을 최종적인 결정을 요할 것이다.

6. 양방은 할당된 연구비의 한도내에서 통상 사업의 각기 담당분에 대한 비용을 부담한다.

7. 양방은 사업 업무수행에 있어서 상방과 접촉하는 주요인물이 되는 사업담당관을 지명한다.

8. 양방의 사업담당관은 협정능률을 유지하고 사업에 관계되는 현황 및 제안되는 활동을 공동으로 협의하기 위하여 필요에 따라 미국이나 한국에서 회의를 가진다.

9. 양방은 협력사업의 관리, 기획 및 수행의 행정적 지침을 수립하고 사업의 검토를 위한 필요에 따라 한국과 미국에서 연급의 공동위원회를 개최한다. 양방의 사업담당관은 공동위원회에 참가한다.

10. 한국과학재단과 미국립과학재단에 적용되는 모든적인 절차와 공식에 따라서 협력 가능한 사업을 각국의 과학 단체에 통보한다.

11. 양방은 각국의 회계년도에 따라서 년간 사업보고서를 작성해야 한다. 양방은 보고기간이 끝나는 대로 가능한한 신속하게 보고서를 작성한다. 양방은 보고서가 준비되는 대로 상대방에 신속히 그 보고서의 사본 1부를 송부하여야 한다. 양방은 보고서를 작성한 나라의 법과 절차에 따라 보고서를 배포한다.

12. 본 양해각서는 한국과학재단 이사장과 미국 국립과학재단 대표자 또는 그들의 위임자들이 서명한 후 1982년 5월 28일 자로 효력을 발생하고 5년간 효력을 유지한다. 본 각서는 이 협정을 마감하고자 하는 측의 서면 통보에 의해 90일 경과 후 그 효력이 상실될 수 있다. 본 각서는 양방의 합의에 따라 연장되고 수정될 수 있다. 본 양해각서는 한국어와 영어로 작성하여 양국어본을 상호 교환한다.

1982년 5월 일

서 울

H. D. Knapp

미합중국 국립과학재단

Chung Oh Lee

대한민국 한국과학재단

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DEFENSE

Logistic Support

Memorandum of Understanding Between the UNITED STATES OF AMERICA and NEW ZEALAND

Signed at Washington and Wellington
May 13 and June 21, 1982

S 9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89-497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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NEW ZEALAND

Defense: Logistic Support

Memorandum of understanding signed at Washington and Wellington May 13 and June 21, 1982:
Entered into force June 21, 1982.

READEX FICHE best copy available

MEMORANDUM OF UNDERSTANDING ON LOGISTIC SUPPORT BETWEEN THE GOVERNMENT OF NEW ZEALAND AND THE GOVERNMENT OF THE UNITED STATES OF AMERICA

BACKGROUND

1. Basic security relationships between the United States and New Zealand are contained in the Australia, New Zealand, United States (ANZUS) Treaty signed on 1 September 1951.[*] This Memorandum of Understanding (MOU) supports ANZUS security objectives. The United States has a strong interest in the defense capabilities of Australia and New Zealand. The supply and support of defense materiel by the US makes an important contribution to the capacity of the New Zealand Armed Forces for self-reliant combat capability and thus to the achievement of broad ANZUS interests in the region.

2. The New Zealand Armed Forces are equipped with a range of weapon systems of United States origin. The uninterrupted supply and other logistic support of these items is essential to the operational effectiveness of the New Zealand Armed Forces.

3. In conjunction with New Zealand purchase of modern weapons systems and equipment from the United States, arrangements have been made for peacetime supply and support of the items by the United States[1]. These arrangements do not provide specifically for additional support for war or other contingency.

PURPOSE

4. The purpose of this MOU is to set forth policies and guidelines for provision of logistic support to the New Zealand Armed Forces by the United States and to the United States Armed Forces by New Zealand during peacetime, during periods of international tension or in circumstances of armed conflict involving either or both parties.

BASIC SUPPORT POLICY

5. The parties recognise that their national and collective capacity to resist armed attack relies in large measure on the establishment and maintenance in peacetime of defence forces equipped with effective weapons and of plans and arrangements for the timely expansion of those forces should the need arise.

Footnote: 1. Cooperative Logistic Arrangement Relating to the Supply Support of the Armed Forces of New Zealand by the United States Department of Defense (1965).

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* TIAS 2493; 3 UST 3420. [Footnote added by the Department of State.]

Their common interests will be advanced with a clear understanding between them about the continued availability to New Zealand from the United States of defence articles and services in situations extending from peacetime through circumstances of armed conflict. A continuing need also exists for mutual arrangements of cooperative exchange of data, production, procurement and logistic support.

6. The parties further acknowledge that practical measures to enhance the foregoing objectives should be consistent with the broad aims of their respective defence policies. New Zealand, although heavily dependent upon an extensive range of defense articles and services procured and supported from the United States, will continue to seek to enhance its independent capacity to produce and support defence materiel.

7. Subject to the provisions of the United States Arms Export Control Act, as amended,[**] International Traffic in Arms Regulations, and related United States legislation the United States accords New Zealand the status of an eligible purchasing country who may procure defense articles and services either from United States Government or commercial sources. New Zealand is also among nations that are extended special considerations under that Act. It will be important to the basic support policies outlined in paragraphs 5 and 6 above that this status be sustained.

SUPPORT ARRANGEMENTS - PEACETIME

8. Subject to U.S. legislation and U.S. DoD releasibility policies in effect at that time, the United States will undertake to make available to New Zealand, in peacetime, defense articles and services which are mutually agreed between the parties. The defense articles and services will include:

a. Weapons systems and equipments.
b. Spare parts for weapons systems and equipment and other support items.
c. Munitions, ammunition and other explosives.
d. Modification kits.
e. Test equipment.
f. Manufacturing tooling, specialized materials and advice.
g. Manufacturing data.
h. Publications and film.
i. Technical Data Packages.
j. Technical assistance services.
k. Training.
l. Repair services.
m. Transportation services.
n. Contract Administration services.
o. Codification services.

**82 Stat. 1320; 22 U.S.C. § 2751. [Footnote added by the Department of State.]

i. Provision of cataloguing and technical data, manufacturing information and training material to assist New Zealand in enhancing its internal logistic support capability for defense articles of United States origin.

PROCEDURES

11. a. Supply Support - To the extent permitted by U.S. legislation, existing peacetime Cooperative Logistics Supply Support Arrangements (CLSSAs) between the United States and New Zealand will continue in force during periods of international tension or in circumstances of armed conflict involving either or both parties. Quantities of material requisitioned may be increased to meet demands. Such increases will be subject to materiel availability, procurement/production leadtimes and competing requirements/commitments of the United States Armed Forces.

b. Weapon Systems and Munitions - During periods of international tension or in circumstances of armed conflict involving either or both parties the United States will endeavour to continue the delivery of all weapons, equipment and munitions that have been ordered by New Zealand under Foreign Military Sales. Subject to its laws and regulations, the United States will also receive and endeavour to fill orders for additional weapons and munitions required by New Zealand consistent with United States requirements for the same materiel. If New Zealand desires to have selected items of weapons and munitions available in advance of normal leadtimes these should be the subject of special Foreign Military Sales arrangements to be worked out as far as practicable in peacetime. Options include measures such as prestockage, advance procurement of long leadtime components, and use of substitute items.

c. Other Support - To the extent that New Zealand anticipates requirements for the United States to provide other logistic support such as airlift, sealift, maintenance or storage, these needs should be identified and advance planning accomplished as far as practicable in peacetime.

PRIORITIES

12. New Zealand is included in the Uniform Materiel Movement and Issue Priority System of the United States Department of Defense. Force Activity Designators (FADs) are assigned under this system by the United States Joint Chiefs of Staff (JCS). FADs will be adjusted as appropriate during periods of international tension or in circumstances of armed conflict involving

either or both parties. In assigning FADs to the New Zealand Armed Forces the United States Joint Chiefs of Staff will take into account any views on priorities communicated to the United States Department of Defense by the New Zealand Ministry of Defence.

13. With regard to New Zealand purchases of United States origin defense articles and services through direct commercial channels, the USG will endeavor to assist in the expediting of export licenses and transportation services. In the event commercial sources are unable to meet the timetable required by New Zealand there will be consultation between the United States Department of Defense and the New Zealand Ministry of Defence to explore alternative means for meeting the New Zealand need.

FUNDING

14. All materiel and services provided to New Zealand by the United States Department of Defense under this MOU will be priced on a fully reimbursable basis as required by the United States Armed Export Control Act as implemented by appropriate US Department of Defense regulations including DoD Instruction 7190.3M. All materiel and services provided to the United States by New Zealand under this MOU will also be priced on a fully reimbursable basis.

RECIPROCAL LOGISTIC SUPPORT

15. Subject to United States laws and regulations and the exigencies of war, the United States will make its best endeavours to provide assistance sought by New Zealand to facilitate cooperative logistic support actions between countries in the Southwest Pacific area.

16. Subject to its laws and regulations and the exigencies of war, New Zealand will make its best endeavours to provide to the United States any defence articles or services of the nature described in paragraph 8 which the United States might seek from New Zealand. This could include the refit and maintenance of United States ships, aircraft and equipment in New Zealand, subject to such diplomatic clearances for entry into New Zealand as are agreed between the two governments. It could also include supply to United States forces of general supplies, replenishment items of United States design produced or available in New Zealand, and New Zealand defence articles in United States service. Charges to the USG for any articles or services rendered will be no more than the actual production costs to New Zealand plus administrative and accessorial charges not in excess of the percentages assessed by the USG when furnishing similar supplies and services to New Zealand.

CO-ORDINATION

17. New Zealand will provide the United States the maximum practicable notice of its requirements. The United States will provide New Zealand with the maximum practicable notice of its intentions for the development, production, introduction into service, support and eventual disposal of military equipments of potential interest to the New Zealand Armed Forces. To facilitate this the United States and New Zealand will establish joint machinery for the regular review of equipment plans and programs of potential joint interest.

18. The Minister for Defence of New Zealand and the Secretary of Defense of the United States will each appoint a central point of contact for implementation of this MOU. Review meetings will be held at least once each year to assess progress, resolve problems, discuss issues, and update plans for future actions.

IMPLEMENTATION

19. This MOU will come into force on the date it is signed by both parties.

20. Procedures and tasks that are required to implement this MOU may be undertaken by the New Zealand Ministry of Defence, including the three New Zealand Armed Services, with the United States Department of Defense or a particular United States Military Service.

Review and Termination

21. This MOU will continue in force for a period of five years from the date of signature and may be renewed for a further period upon mutual consent of both parties. Any changes to the existing legislation, policies or procedures of either country which would require an amendment to the MOU will be brought to the attention of the other party. The MOU may be amended by an exchange of letters between the parties and may be terminated by either party giving the other party not less than 180 days notice.

For and on behalf of the Government of the United States

Caspar W. Weinberger
Secretary of Defense

13 MAY 1982

For and on behalf of the Government of New Zealand

David Thomson

David Spence Thomson
Minister of Defence

21 June 1982

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Agreement Between the
UNITED STATES OF AMERICA
and PANAMA

Effected by Exchange of Notes
Signed at Panama July 13, 1982

S 9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89-497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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PANAMA

Property Transfer: Ancon District Court

Agreement effected by exchange of notes
Signed at Panama July 13, 1982;
Entered into force July 13, 1982.

READEX FICHE best copy available

The American Ambassador to the Panamanian Minister of Foreign Relations

Panama, July 13, 1982

No. 071

Excellency:

I have the honor to propose to Your Excellency that the use by the United States of the Ancon District Court (Building 310) cease at noon, July 14, 1982. In accordance with Article XIII, paragraph 2(b) of the Panama Canal Treaty of 1977, [1] all right, title and interest which my Government may have with respect to that building (identified on the map annexed hereto), including all non-removable improvements, would transfer to Your Excellency's Government at that time.

If the foregoing is acceptable to your Government, I have the honor to propose that this note and Your Excellency's response thereto indicating acceptance shall constitute an agreement between our two Governments in this matter effective on the date of your reply.

Accept, Excellency, the renewed assurances of my highest esteem and consideration.

Ambler H. Moss, Jr. [2]

Enclosure - as indicated

His Excellency

Jorge E. Illueca,

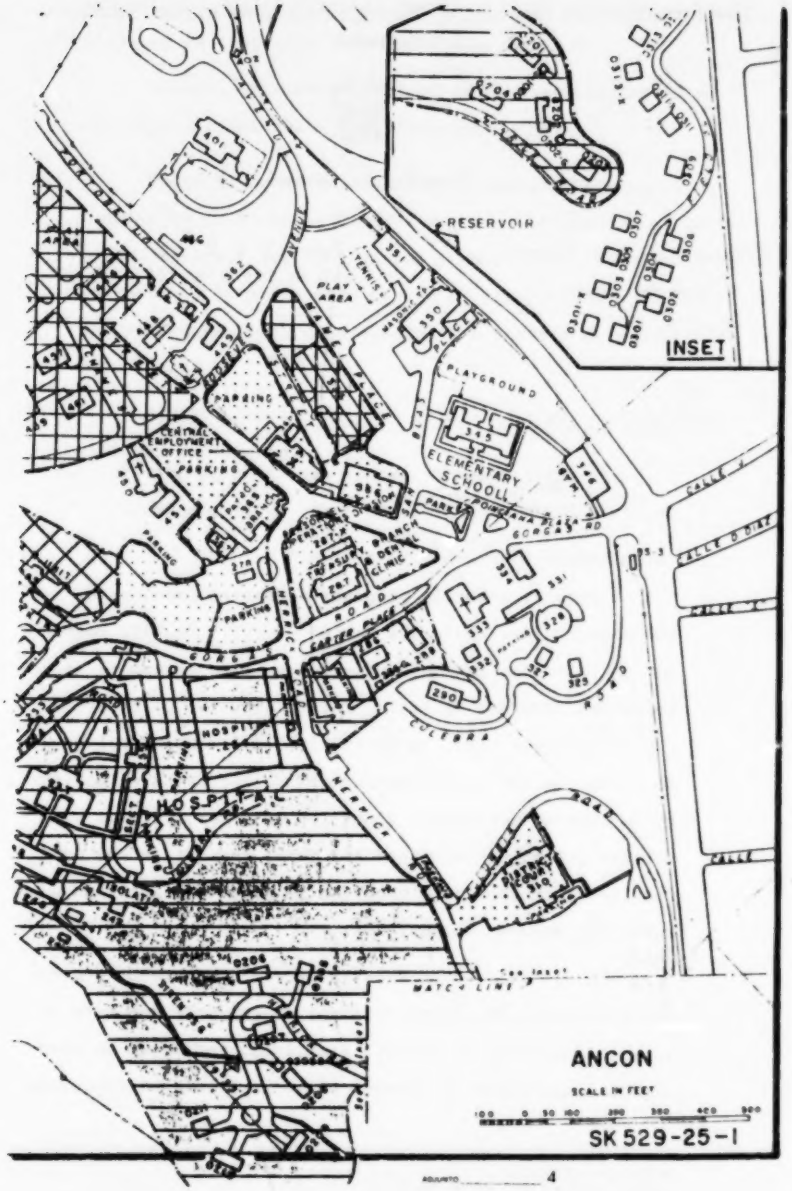
Minister of Foreign Relations,

Panama, Republic of Panama.

---

[1] TIAS 10030; 33 UST.

[2] Ambler H. Moss, Jr.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ADJUNTO 4

The Panamanian Minister of Foreign Relations to the American Ambassador

República de Panamá

Ministerio de Relaciones Exteriores
Despacho del Ministro
D.M.No. 205

Panamá, R. de P.
13 de julio de 1982

Señor Embajador:

Tengo el honor de avisar recibo de su Nota No. 071 de 13 de julio de 1982, cuyo tenor es el siguiente:

"Excelencia:

Tengo el honor de proponer a Vuestra Excelencia que a partir del medio día del 14 de julio de 1982 cese por parte de los Estados Unidos de América el uso de la Corte del Distrito de Ancón (Edificio 310). De acuerdo con el Artículo XIII, parágrafo 2(b) del Tratado del Canal de Panamá de 1977, se transferirán en esa fecha al Gobierno de Vuestra Excelencia todos los derechos, títulos e intereses que mi Gobierno pudiera tener respecto a ese edificio (identificado en el mapa que se adjunta), incluyendo todas las mejoras inamovibles.

Si el Gobierno de Vuestra Excelencia encuentra aceptable lo anterior, tengo el honor de proponer que esta Nota y la respuesta de Vuestra Excelencia indicando su aceptación constituyan un acuerdo entre nuestros dos Gobiernos

A Su Excelencia
Señor Ambler H. MOSS JR.,
Embajador de los Estados Unidos
de América
E. S. D.

relacionado con este asunto que entrará en vigencia en la fecha de la respuesta de Vuestra Excelencia.

Acepte, Excelencia, las renovadas seguridades de mi más alta y distinguida consideración".

Tengo el honor de confirmar a Vuestra Excelencia la aceptación de mi Gobierno a la propuesta contenida en la Nota transcrita y que, por lo tanto, dicha Nota y la presente respuesta a la misma constituyen un acuerdo entre nuestros dos Gobiernos sobre este asunto, que entrará en vigencia en esta fecha.

Acepte, Excelencia, las seguridades de mi consideración más distinguida.

JORGE E. ILLUECA.
Ministro de Relaciones Exteriores

TRANSLATION

Republic of Panama
Ministry of Foreign Relations

No. 205 Panama, July 13, 1982

Mr. Ambassador:

I have the honor to acknowledge receipt of your note No. 071 of July 13, 1982, which reads as follows:

[The Spanish translation of Ambassador Moss's note of July 13, 1982, agrees in all substantive respects with the original English text.]

I have the honor to confirm to Your Excellency the acceptance of my Government to the proposal contained in the transcribed note. Accordingly, that note and this reply shall constitute an agreement between our two Governments in this matter, which shall enter into force on this date.

Accept, Excellency, the assurances of my highest consideration.

[s] Jorge E. Illueca

Jorge E. Illueca
Minister of Foreign Relations

His Excellency
Ambler H. Moss, Jr.,
Ambassador of the United States
of America,
Panama.

(51) 48792

GOP 1985 48-792 (12800)

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10546

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AVIATION

Flight Inspection Services

Agreement Between the
UNITED STATES OF AMERICA
and the NETHERLANDS

Amending the Memorandum of
Agreement of March 10 and June 15, 1978

Signed at Washington and The Hague
February 19 and May 4, 1982

S9. 10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89-497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)–

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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NETHERLANDS

Aviation: Flight Inspection Services

Agreement amending the memorandum of agreement of March 10 and June 15, 1978.
Signed at Washington and The Hague February 19 and May 4, 1982;
Entered into force May 4, 1982.

READEX FICHE best copy available

AMENDMENT 1
TO
MEMORANDUM OF AGREEMENT WO-I-176

BETWEEN THE

FEDERAL AVIATION ADMINISTRATION
DEPARTMENT OF TRANSPORTATION
UNITED STATES OF AMERICA

AND THE

DEPARTMENT OF CIVIL AVIATION
THE NETHERLANDS

I. GENERAL

Under the provisions set forth by Article IV, Memorandum of Agreement, WO-I-176,[1] is hereby amended as follows.

II. CHANGES

1. ARTICLE II - Estimated Costs and Method of Payment - Paragraph E, second line, delete "Charges are payable by U.S. dollar check or draft drawn to U.S. Federal Aviation Administration, and should be forwarded in accordance with billing instructions."

2. Add new Paragraph F as follows:

F. Payment of bills are due within not more than 60 days from the date of billing. Payments are to be rendered by check payable in U.S. dollars and forwarded to the FAA at the following address:

Federal Aviation Administration
Mike Monroney Aeronautical Center
Attention: Accounting Division, AAC-23B
P.O. Box 25082
Oklahoma City, Oklahoma 73125

[1] Signed Mar. 10 and June 15, 1978. TIAS 9199; 30 UST 287.

In the event that payment is not rendered within 60 days from the date of billing, U.S. Government regulations require that late charges be assessed for each additional 30 day period, or portion thereof, during which payments are overdue. The late charge will be computed by multiplying the amount of the overdue payment by the official monthly percentage rate periodically determined and prescribed by the U.S. Department of Treasury in accordance with Section 6-8020.20 of the Treasury Fiscal Requirements Manual (1 TFRM 6-8020.20) or successor U.S. Treasury Department directive or regulation.

III. EFFECTIVE DATE

The terms and conditions of this amendment shall become effective on the date of the latest signature affixed hereto.

IV. APPROVALS

All other provisions of the Agreement remain in effect. The FAA and the Deparment of Civil Aviation, The Netherlands

agree to the amendment as indicated by the signature of their duly authorized officers.

DEPARTMENT OF CIVIL AVIATION THE NETHERLANDS	FEDERAL AVIATION ADMINISTRATION DEPARTMENT OF TRANSPORTATION UNITED STATES OF AMERICA
BY: J.S. SMIT [1]	BY: J. Stuart Jamison [2]
TITLE: DIRECTOR ATS AND TELECOMMUNICATIONS	TITLE: Chief, Technical Assistance Division
DATE: MAY 4, 1982	DATE: February 19, 1982

[1] J.S. Smit, Director of ATS and Telecommunications.
[2] J. Stuart Jamison.

GPO: 1985 48-794 (12800)

10547

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AVIATION

Technical Assistance

Memorandum of Agreement
Between the
UNITED STATES OF AMERICA
and SPAIN

Signed at Washington and Madrid
June 30 and July 22, 1982

S9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89-497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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SPAIN

Aviation: Technical Assistance

Memorandum of agreement signed at Washington and Madrid June 30 and July 22, 1982;
Entered into force July 22, 1982.

NAT-I-1363

MEMORANDUM OF AGREEMENT

BETWEEN THE

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

AND THE

GOVERNMENT OF SPAIN
MINISTRY OF TRANSPORT,
TOURISM AND COMMUNICATIONS
SUBSECRETARIAT OF CIVIL AVIATION

WHEREAS, the United States Federal Aviation Administration (herein referred to as FAA) is able to furnish directly services as requested by the Spanish Ministry of Transport, Tourism and Communications (hereinafter referred to as the MTTC) on a reimbursable basis; and

WHEREAS, Section 5 of the International Aviation Facilities Act[1] authorizes the FAA to perform services for a foreign government and to be reimbursed for such services and Section 305 of the Federal Aviation Act, as amended,[2] directs the FAA Administrator to foster and encourage the development of civil aeronautics and air commerce in the United States and abroad; and

WHEREAS, Section 313(d) of the Federal Aviation Act, as amended, [3] authorizes the training of foreign nationals in aeronautical and related subjects essential to the orderly and safe operation of civil aircraft; and

---

[1] 62 Stat. 451; 49 U.S.C. § 1154.
[2] 72 Stat. 749; 49 U.S.C. § 1346.
[3] 72 Stat. 753; 49 U.S.C. § 1354.

WHEREAS, by virtue of determination made by the Agency for International Development, under authority of Section 607(a) of the Foreign Assistance Act of 1961, as amended,[1] the FAA is authorized to furnish parts peculiar and repair services to the MTTC; and

NOW, THEREFORE, the FAA and MTTC agree as follows:

ARTICLE I - OBJECTIVE OF THE AGREEMENT

The objective of this Memorandum of Agreement (MOA) is to establish the terms and conditions under which the FAA is to assist the Government of Spain in developing and modernizing its civil aviation air traffic control system in the managerial, operational, and technical areas, as well as any other mutually agreed civil aviation activity.

For this purpose, the FAA will, subject to their availability, provide personnel, resources, and related services to assist the MTTC in the accomplishment of this objective.

It is understood and agreed that the FAA's ability to furnish the full scope of technical assistance provided by this Agreement depends on the Spanish Government's use of systems and equipment that are similar to those used by the FAA in the United States' National Airspace System (NAS). To

[1] 75 Stat. 441; 22 U.S.C. § 2357.

the extent that other systems and equipment are used in the Spanish Government's NAS, the FAA's ability to support other systems and equipment under this Agreement would be necessarily lessened commensurately.

ARTICLE II - DESCRIPTION OF SERVICES

Under the terms and conditions stated in this Agreement and its related Annexes and Appendices the FAA will provide technical assistance as requested by the MTTC to assist them in: effectively utilizing the air traffic control system; implementing short term improvements to the system as defined in the evaluation team reports; facilitating development of Spanish long range plans through application of the systems approach concept. These activities will contribute to a modern automated air traffic control system and in more modern civil aviation matters.

A. The FAA agrees:

1. To recruit and furnish qualified personnel for resident assignment to the MTTC. FAA specialist(s) will assist the MTTC with the evaluation, planning, and implementation of improvements to the Spanish air traffic control system and other civil aviation matters as defined by Annexes hereto.

2. To furnish personnel on a temporary duty (TDY) basis to effect an early involvement in each activity defined by Annexes hereto.

3. To provide specialized administrative and technical support from FAA Headquarters.

4. To assist the MTTC in defining training requirements and arranging for qualified candidates, sponsored by the MTTC, to obtain training in the United States.

5. To assist the MTTC, through FAA logistics, in acquiring ATC systems parts which are available in the FAA inventory.

B. In order to cover the aspects already mentioned in paragraph A, the MTTC may:

1. Periodically request from the FAA services of experts or technical services conforming to the objective of this Agreement. By mutual agreement of the two parties, such assistance shall be specified in corresponding Annexes which, when duly signed by the parties, will become a part of this Agreement. The parties agree that each Annex will contain a description of the services to be performed by FAA, the manpower and other resources required to accomplish tasks, estimated costs, planned implementation and duration.

Each Annex to this Agreement will be identified in the following manner: the number of the Agreement, followed by a sequentially assigned arabic number. Agreement Number NAT-I-1363 has been assigned by the FAA to identify this agreement and should be referred to in all related correspondence. The first Annex will be identified as NAT-I-1363-1.

ARTICLE III - LIABILITY

The MTTC, on behalf of the Government of Spain, agrees to defend any suit brought against the Government of the United States, the FAA, or any instrumentality or officer of the United States arising out of work under this Agreement. The MTTC, on behalf of the Government of Spain, further agrees to hold the United States, the FAA, or any instrumentality or officer of the United States harmless against any claim by the Government of Spain, or any agency thereof, or third persons for personal injury, death, or property damage arising out of work under this Agreement.

ARTICLE IV - MINISTRY OF TRANSPORT, TOURISM AND COMMUNICATIONS SUPPORT

A. The MTTC shall arrange to furnish for the use of FAA personnel without cost to FAA or its employees:

1. Suitable office space, furnishing and office equipment, supplies, and telephone service.

2. Clerical assistance and vehicles for official use.

B. If for any reason, the Government of Spain is unable to provide fully the support specified in paragraph A above, or, if the support provided is not equivalent to that prescribed in pertinent FAA regulations, the FAA may obtain such additional support as necessary to accomplish its tasks, and may charge the cost for such additional support to the MTTC, which will reimburse the FAA therefore, in accordance with provisions of Article V thereof.

ARTICLE V - FINANCIAL PROVISIONS

A. Except for local support actually arranged for by the MTTC in accordance with Article IV, FAA shall arrange and pay all other necessary costs of providing services of its personnel under this Agreement in accordance with FAA regulations and practices, with subsequent reimbursement by the MTTC.

B. The MTTC hereby designates the following office to which FAA will render bills for payment and consult on related financial matters:

Subsecretariat of Civil Aviation
Ministry of Transport, Tourism and Communications
Madrid, Spain

C. The FAA shall bill the MTTC on an accrued cost basis for expenses incurred in furnishing services under this Agreement or any Annexes or Appendices thereto. Such billings will be provided on Standard Form (SF) 1114 with supporting documentation consisting of a summary of major category of cost. Further supporting documentation would be available for review at the office identified in the related Annexes to which payment is to be made.

D. The MTTC will arrange and be responsible for reimbursement to the FAA, in accordance with provisions set forth in this Agreement and its related Annexes and Appendices, of the actual project costs incurred by FAA in furnishing supplies, equipment, and services under this Agreement and its related Annexes or Appendices provided, however, that upon termination of this Agreement or its related Annexes or Appendices, the MTTC will reimburse the FAA for all necessary liquidating expenses. Estimates of such costs are to be stated in U.S. dollars and included in each Annex as required and, to the extent possible, will project costs to the MTTC for the life of the Annex or two twelve (12) month periods, whichever is shorter. For Annexes which extend beyond twenty-four (24) months the cost estimate shall be updated on a yearly basis.

E. The MTTC will express its approval or objections to the billings in question within fifteen (15) calendar days, counted from the day of submittal to the MTTC.

F. Payments shall be made by U.S. dollar check and made payable to the Federal Aviation Administration and sent to the address identified in the Annexes to this Agreement.

G. In the event that payment is not rendered within sixty (60) days from the date of billing, U.S Government regulations require that late charges be assessed for each additional thirty (30) day period, or portion thereof, during which payments are overdue. The late charge will be computed by multiplying the amount of the overdue payment by official monthly percentage rate periodically determined and prescribed by the U.S. Department of Treasury in accordance with Section 6-8020.20 of the Treasury Fiscal Requirements Manual (1 TFRM 6-8020.20) or successor U.S. Treasury Department directive or regulation.

ARTICLE VI - AMENDMENTS

This Agreement, its Annexes or Appendices may be amended by mutual consent of the parties to provide for expansion of requirements and continuation of the program. Any changes in the services furnished or other provisions of this Agreement, its Annexes or Appendices shall be formalized by an appropriate written amendment signed by both parties which shall outline the nature of the change.

ARTICLE VII - RESOLUTION OF DISAGREEMENTS

Any disagreement regarding the interpretation or application of this Agreement will be resolved by consultation between the parties and will not be referred to any international tribunal or third party for settlement.

ARTICLE VIII - EFFECTIVE DATE AND TERMINATION

This Agreement supersedes Agreement Number WO-I-155 [1] and is effective on the date of the latest signature affixed hereto and shall remain in effect until terminated by either party.

This Agreement or any of the Annexes may be terminated at any time by either party by sixty (60) days notice in writing. Termination of the basic Agreement implies termination of any and all Annexes. Any such termination

[1] Not printed.

will allow FAA one hundred and twenty (120) days to close out the activities related to the terminated Agreement and/or the Annex or Annexes. The MTTC further agrees to reimburse FAA for all costs incurred as a result of any such termination.

ARTICLE IX - AUTHORITY

The FAA and the MTTC agree to the provisions of this Agreement as indicated by the signatures of their duly authorized officers.

GOVERNMENT OF SPAIN MINISTRY OF TRANSPORT, TOURISM AND COMMUNICATIONS SUBSECRETARIAT OF CIVIL AVIATION	UNITED STATES OF AMERICA DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION
BY: [1]	BY: [2]
TITLE: Subsecretary of Civil Aviation	TITLE: Director of International Aviation
DATE: 12 - Julio - 1982	DATE: JUN 3 0 1982

[1] Fernando Piña Saiz.
[2] Quentin S. Taylor.

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10548

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10548

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POSTAL

Express Mail Service

Agreement, With Detailed Regulations, Between the UNITED STATES OF AMERICA and ISRAEL

Signed at Jerusalem and Washington
September 8 and October 24, 1982

S9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89-497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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ISRAEL

Postal: Express Mail Service

Agreement, with detailed regulations, signed at Jerusalem and Washington September 8 and October 24, 1982;
Entered into force January 24, 1983.

INTERNATIONAL EXPRESS MAIL AGREEMENT BETWEEN THE MINISTRY OF COMMUNICATIONS OF ISRAEL AND THE UNITED STATES POSTAL SERVICE

TIAS 10548

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Preamble

The undersigned, by virtue of the authority vested in them, have concluded the following Agreement.

Article 1 Purpose of the Agreement

This Agreement shall govern the exchange of International Express Mail between Israel and the United States of America, including any areas for which the postal administrations of these countries exercise International Express Mail responsibilities.

Article 2 Definitions

As used herein the following terms shall have the indicated meanings:

1. Administration - an abbreviated form used to refer to one of the postal administrations of the countries signatory to this Agreement;

2. Articles and sections - articles and sections of this Agreement, except when the context indicates an article which is or can be inserted into an item;

3. Convention - the Universal Postal Convention[1] adopted by the Congress of the Universal Postal Union from time to time;

[1] TIAS 9972; 32 UST.

4. Detailed Regulations of the Convention - the Detailed Regulations of the Universal Postal Convention enacted by the Congress of the Universal Postal Union from time to time;

5. International Express Mail service - the service established by this Agreement;

6. Scheduled service - an International Express Mail service option which allows a sender to enter into a contractual arrangement to mail items on a designated schedule to designated addressees;

7. On-demand service - an International Express Mail service option which allows a sender to mail an item on a non-contractual basis and without any requirements for scheduling or prior designation of addressee.

Article 3 Scheduled Service

1. Each administration shall offer scheduled service on a contractual basis to customers who agree to use the service on a designated schedule to send items to designated addressees.

2. Each administration shall provide the other administration with a schedule of approximate delivery times to each city or other location to which scheduled service is available, based upon the time schedules of the international flights used to carry scheduled items.

3. For each scheduled service contract, the administration of origin shall provide the administration of destination with the following information at least ten days prior to commencing service pursuant to such contract:

(i) The identification number of the customer contract, which number shall be indicated on each item sent;

(ii) the names and addresses of the sender and designated addressee;

(iii) the days of the week designated by the customer as scheduled dispatch days;

(iv) the time of day delivery is requested; and

(v) the airline and flight number to be used.

4. The administration of origin shall notify the administration of destination of any changes in the information referred to in Section 3 of this Article.

Article 4 On-Demand Service

1. Each administration may offer on-demand service which shall be available to customers on a non-scheduled basis.

2. Each administration shall provide the other administration with a list of the cities and other locations to which on-demand service is available.

3. Each administration shall provide the other administration with a schedule of approximate delivery times to each city or other location to which on-demand service is available, based upon the time schedules of the international flights used to carry on-demand items.

4. Each administration shall inform the other administration of all identification marks or numbers which it uses for each on-demand item.

5. The administration of origin is not required to provide the administration of destination with notice prior to sending an on-demand item.

Article 5 Charges to be Collected From the Sender

Each administration shall fix the charges to be collected from its senders for sending items in the service.

Article 6 Charges and Fees to be Collected From the Addressee

Each administration shall be authorized to collect from the addressee the customs duty and other applicable non-postal fees, if any, payable on each item it delivers and a charge for the collection of such fees.

Article 7 Conditions of Acceptance

Provided that the contents do not come within the prohibitions listed in Article 8, each item to be admitted into the International Express Mail service shall:

(a) be packed in a manner adapted to the nature of the contents and the conditions of transport;

(b) bear the names and addresses of the addressee and of the sender; and

(c) satisfy the conditions of weight and size fixed by Article 9.

Article 8 Prohibitions

1. The provisions of the Convention governing prohibitions shall be applicable to the insertion of articles in International Express Mail items.

2. Each administration shall communicate to the other the necessary information concerning customs or other regulations, as well as the prohibitions or restrictions governing entry of postal items in its service.

Article 9 Limits of Size and Weight

An item of International Express Mail:

(a) shall not exceed 900 millimeters for any one dimension nor 2 meters for the sum of the length and the greatest circumference measured in a direction other than that of the length; and,

(b) shall not exceed 15 kilograms in weight.

Article 10 Treatment of Items Wrongly Accepted

1. When an item containing an article prohibited under Article 8 has been wrongly admitted to the post, the prohibited article shall be dealt with according to the legislation of the country of the administration establishing its presence.

2. When the weight or the dimensions of an item exceed the limits established under Article 9, it shall be returned to the administration of origin if the regulations of the administration of destination do not permit delivery.

3. When a wrongly admitted item is neither delivered to the addressee nor returned to origin, the administration of origin shall be informed how the item has been dealt with and of the restriction or prohibition which required such treatment.

Article 11 General Rules for Delivery and Customs Clearance

1. Each administration shall, in accordance with its regulations for the type of service used, make every effort to effect delivery of each item of International Express Mail by the fastest means available.

2. Each administration shall make every effort to expedite the customs clearance of International Express Mail items.

Article 12 Undeliverable Items

1. After every reasonable effort to deliver an item has proven unsuccessful, the item shall be held at the disposal of the addressee for the period of retention provided by the regulations of the administration of destination.

2. An item refused by the addressee shall be returned immediately to the administration of origin.

3. Each undeliverable item shall be returned to the administration of origin through the International Express Mail service.

4. Neither administration shall charge the other for the return of undeliverable items.

Article 13 Items Arriving Out of Course and to be Redirected

1. Each item arriving out of course shall be redirected to its proper destination by the most direct route used by the administration which has received the item.

2. Neither administration shall charge the other for the redirection of items arriving out of course.

Article 14 Inquiries

1. Each administration shall answer in the shortest possible time, not to exceed one month, inquiries relating to any International Express Mail item posted by the other administration.

2. Inquiries shall be accepted only within a period of four months from the date after that on which the item was posted.

3. This article does not authorize routine requests for confirmation of delivery.

Article 15 Allocation of Surface Costs for Traffic Imbalances

1. At the end of each calendar year, the administration which has received a larger quantity of International Express Mail items than it has sent during that year shall have the right to collect from the other administration, as compensation, an imbalance charge for the surface handling and delivery costs it has incurred for each additional item received.

2. Each administration shall establish an imbalance charge per item which shall correspond to the costs of services.

3. Modifications of the imbalance charge may be made as follows:

(a) Each administration may increase its imbalance charge when such an increase is necessary due to an increase in the costs of services.

(b) To be applicable, any such modification of the imbalance charge must:

(i) be communicated to the other administration at least three months in advance;

(ii) remain in force for at least one year.

4. No imbalance charge shall be collected if the difference in the number of items exchanged is less than one hundred.

Article 16 Internal Air Conveyance Dues

Each administration which provides air conveyance of items within its country shall be entitled to reimbursement of internal air conveyance dues at rates established in the provisions of the Convention which govern internal air conveyance dues.

Article 17 Onward Air Conveyance

1. Each administration shall provide onward air conveyance service to or from any country with which it exchanges International Express Mail items, for items addressed to or originating in the other administration and shall provide approximate onward air conveyance times.

2. For each item forwarded pursuant to this article, the administration providing onward air conveyance services shall be authorized to collect from the other administration the onward air conveyance rates applicable to airmail under the Convention.

Article 18 No Additional Rates, Charges, or Fees

The administrations may collect only the rates, charges, and fees established under this Agreement.

Article 19 Liability of Administrations

Each administration shall establish its own policy concerning liability in cases of loss, damage, theft or delay in delivery of International Express Mail items. The administration of origin shall be responsible for making indemnity payments, if any, to its senders, without recourse to the other administration.

Article 20 Application of the Convention

The Convention or its Detailed Regulations shall be applicable, where appropriate, by analogy, in all cases not expressly governed by this Agreement or its Detailed Regulations.

Article 21 Detailed Regulations

Details of implementation of this Agreement shall be governed by its Detailed Regulations.

Article 22 Arbitration

Any dispute which arises between the administrations concerning the interpretation or application of this Agreement which cannot be resolved by the administrations to their mutual satisfaction, shall be settled by arbitration, following the arbitration procedures of the Universal Postal Union at the time that the dispute is submitted by an administration for arbitration. The arbitrators shall be chosen from the administrations which provide a service analogous to International Express Mail service.

Article 23 Alterations or Amendments; Additional Rules and Regulations

1. This Agreement or its Detailed Regulations may be altered or amended by mutual consent by means of correspondence between officials of each administration who have been authorized to make such alterations or amendments.

2. Each administration is authorized to adopt implementing rules and regulations for its internal operation of the service not inconsistent with this Agreement or its Detailed Regulations.

Article 24 Entry into Force and Duration

1. This Agreement shall enter into force on the date mutually agreed upon by the administrations, after it is signed by the authorized representatives of both administrations.[1]

2. This Agreement shall expire twelve months after either administration notifies the other in writing of termination.

---

[1] Jan. 24, 1983.

Done in duplicate and signed at Jerusalem on the 24th day of October, 1982 and at Washington, D.C. on the 8th day of September, 1982.

FOR THE MINISTRY OF COMMUNICATIONS OF ISRAEL:

S. Bechor [1]

MINISTRY OF COMMUNICATIONS
FINANCE AND ACCOUNTS
DIVISION
JERUSALEM — ISRAEL

E. Barak [2]

Director General

FOR THE UNITED STATES POSTAL SERVICE:

W. E. Duka [3]

Assistant Postmaster General

International Postal Affairs

[1] S. Bechor.
[2] E. Barak.
[3] W. E. Duka.

DETAILED REGULATIONS OF THE INTERNATIONAL EXPRESS MAIL AGREEMENT BETWEEN THE MINISTRY OF COMMUNICATIONS OF ISRAEL AND THE UNITED STATES POSTAL SERVICE

TIAS 10548

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The undersigned, by virtue of the authority vested in them, have drawn up the following Detailed Regulations for implementation of the International Express Mail Agreement between the Ministry of Communications of Israel and the United States Postal Service.

Article 101 Information to be Supplied By the Administrations

1. Each administration shall notify the other administration of:

(a) the necessary information concerning customs or other regulations, as well as the prohibitions or restrictions governing the entry of International Express Mail items in the territory of its country and other areas for which it has International Express Mail responsibility;

(b) the provisions of its laws or regulations applicable to the conveyance of International Express Mail items;

(c) the rates and dues established under the Agreement; and,

(d) the forms, labels and other documentation which it requires in the service.

2. Any change of the information mentioned in Section 1 shall be communicated in writing immediately to the other administration.

Article 102 Addresses of the Sender and of the Addressee

To be admitted for mailing, each item of International Express Mail shall bear, in roman letters and arabic figures on the item itself or on a label firmly attached to it, the names and complete addresses of the sender and of the addressee.

Article 103 Items Containing Merchandise

1. Each item containing merchandise shall be accompanied by a customs declaration on Universal Postal Union Form C2/CP3 or a similar form. The customs declaration shall be securely attached to each such item.

2. The contents of each such item shall be shown in detail on the customs declaration.

3. Although the administrations assume no responsibility for the accuracy of customs declarations, they shall inform senders of the correct way to complete these declarations.

4. The aggregate value of all items a sender may mail to the same person in the United States in one day shall not exceed $250.

Article 104 Packing Requirements

1. Each item shall be packed and closed in a manner befitting the weight, the shape, and the nature of the contents as well as the mode and duration of conveyance.

2. Each item shall be packed and closed so as not to present any danger to officials called upon to handle it, or to soil or damage other mail or postal equipment.

3. Each item shall have, on its packing or wrapping, sufficient space for service instructions and for affixing labels.

4. Each item which requires special packing shall be made up in accordance with the packing provisions in the Detailed Regulations of the Convention.

Article 105 General Makeup of Mails

1. International Express Mail dispatches shall be made up in closed mails, and shall be accompanied by the air mail delivery bill and manifest forms required by these regulations.

2. The items in each dispatch shall be enclosed in blue and orange International Express Mail bags.

3. Items containing merchandise or other dutiable articles may be placed in separate bags from non-dutiable items, and dispatched separately accompanied by a separate manifest.

4. Each bag shall bear a label, showing the blue and orange chevron which has been adopted as the International Express Mail identification symbol. Each bag label shall clearly indicate:

(a) the exchange office of destination; and

(b) whether the bag contains merchandise or other dutiable items.

Article 106 Manifests

1. An International Express Mail manifest, on a form acceptable to each administration, shall acccompany each dispatch.

2. Each item sent through the scheduled service shall be listed separately on the manifest. If no items are sent under a scheduled service contract, the contract number and the fact that no items were sent shall be entered on the manifest.

3. The total number of on-demand items in a dispatch shall be entered collectively as a single manifest entry.

4. The manifest shall clearly indicate that the dispatch contains International Express Mail items.

Article 107 Air Mail Delivery Bills

1. An air mail delivery bill, on Universal Postal Union Form AV 7, shall accompany each dispatch.

2. The air mail delivery bill shall be marked so as to indicate clearly that the dispatch contains International Express Mail.

3. The total number of items in each dispatch shall be entered in the observations column of the air mail delivery bill.

Article 108 Exchange Offices

1. The exchange of dispatches of International Express Mail shall be carried out by the designated exchange offices of each administration.

2. Each administration shall designate its International Express Mail exchange offices to be used in the service and inform the other administration of the location of each such exchange office.

3. Each administration shall give the other administration advance notice of redesignation of, or addition to its exchange offices.

Article 109 Verification of Dispatches and their Contents

1. Upon receipt of an International Express Mail dispatch, the administration of destination shall verify that the dispatch is consistent with the entries on the air mail delivery bill.

2. The contents of each dispatch shall be verified as soon as possible, at an office designated by the administration of destination, to confirm their conformity with the manifest and with the air mail delivery bill.

Article 110 Notification of Irregularities

1. Any evidence of missing or damaged bags or items shall be reported to the administration of origin by telex and confirmed by verification note on a Universal Postal Union Form C-14.

2. All other actions taken in connection with any irregularity shall be governed by the regulations of the administration of destination.

Article 111 Redirection of Items Arriving Out of Course

The redirecting administration shall notify the administration of origin, by telex or telephone, of the details concerning the arrival and redirection of each item or bag arriving out of course.

Article 112 Return of Items to Origin

Each administration which returns an item for any reason whatsoever shall give, either written by hand or by means of a stamped impression or label on the item and on the manifest which accompanies it, the reason for non-delivery.

Article 113 Accounting, Settlement of Accounts

1. The procedures for accounting and for the settlement of accounts for internal air conveyance shall be governed by the provisions covering accounting for air mail in the Detailed Regulations of the Convention.

2. The procedures for accounting and settlement of accounts for allocation of surface costs for traffic imbalances shall be as follows:

(a) The settlement shall take place at the end of each calendar year.

(b) Each administration shall prepare quarterly a statement of items received in a mutually acceptable form which indicates the number of items received in each dispatch based upon the air mail delivery bills. These forms shall be forwarded to the administration of origin within two months from the end of the quarter.

(c) After verifying the statement of items received, the origin administration shall advise the destination administration by correspondence of its acceptance. If the verification reveals any discrepancies, a corrected statement shall be returned to the destination administration duly amended and accepted. If the destination administration disputes the amendments, it shall confirm the actual data by sending photocopies of relevant air mail delivery bills and C-14 verification notes to the administration of origin. If the destination administration has received no notice of amendment within two months from the date of forwarding the quarterly statement of items received, the account shall be regarded as fully accepted.

(d) After each administration has accepted the statement of items received prepared by the other, the creditor administration shall prepare annually a detailed account and statement of charges in a mutually acceptable form which indicates the total number of items received and dispatched, the imbalance, the imbalance charge per item, and the total amount due.

(e) Accounts shall be closed within 6 months after the last day of the settlement period.

Article 114 Definitions

The definitions set forth in Article 2 of the Agreement shall be applicable to these Detailed Regulations.

Article 115 Period of Retention of Documents

1. Documents of the service shall be kept for a minimum period of three years from the day following the date to which they refer.

2. A document concerning a dispute or an inquiry shall be kept until the matter has been settled. If the inquiring administration, duly informed of the result of an inquiry, allows six months to elapse from the date of the communication without raising any objections, the matter shall be regarded as settled.

Article 116 Entry into Force and Duration

1. These Detailed Regulations shall enter into force on the same date as the International Express Mail Agreement to which they refer.

2. These Detailed Regulations shall have the same duration as the International Express Mail Agreement to which they refer.

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10549

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10549

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DEFENSE

Trident Weapon System

Agreement Between the
UNITED STATES OF AMERICA
and the UNITED KINGDOM OF
GREAT BRITAIN and NORTHERN IRELAND

Amending the Agreement of
April 6, 1963

Effected by Exchange of Notes
Signed at Washington October 19, 1982

S9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89–497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND

Defense: Trident Weapon System

Agreement amending the agreement of April 6, 1963.
Effected by exchange of notes
Signed at Washington October 19, 1982;
Entered into force October 19, 1982.

The Secretary of State to the British Ambassador

DEPARTMENT OF STATE
WASHINGTON

October 19, 1982

Excellency:

I have the honor to refer to the recent discussions between representatives of our two Governments concerning the decision of the Government of the United Kingdom of Great Britain and Northern Ireland to acquire the TRIDENT II weapon system instead of the Trident I weapon system from the Government of the United States, and in particular concerning the manner in which such acquisition could best be implemented within the framework of United States laws and procedures applicable to sales under the Foreign Military Sales program.

I have the honor to propose, subject to such necessary technical arrangements as may be required in implementation thereof, that the Polaris Sales Agreement between our two Governments of April 6, 1963,[1] shall be deemed to apply as well to the TRIDENT II weapon system and that for this purpose, and subject to 1. below, all references in that Agreement to Polaris shall be deemed also to be references to TRIDENT II. For the purpose of conforming the Polaris Sales Agreement of April 6, 1963, to the requirements of the

His Excellency
Sir Oliver Wright, GCMG, GCVO, DSC,
British Ambassador.

[1] TIAS 5313, 9879; 14 UST 321; 32 UST.

sale of the TRIDENT II weapon system, I have the honor to propose a revision to Article XI, paragraph 1.b., of the Agreement, as follows:

Article XI, paragraph 1.b. is amended:

1. by inserting "Polaris" immediately after the words "of this Article for"; and

2. by inserting the following immediately after the words "for research and development":

"; and a contribution to Trident II research and development equivalent to $116 million in fiscal year 1982 dollars, subject to actual payments of that contribution being adjusted in accordance with an agreed inflation index."

If the foregoing is acceptable to the Government of the United Kingdom of Great Britain and Northern Ireland, I have the further honor to propose that this Note together with Your Excellency's Note in reply to that effect, shall constitute an agreement between our two Governments, which shall enter into force on the date of Your Excellency's Note.

Accept, Excellency, the renewed assurances of my highest consideration.

For the Secretary of State:

Jonathan T. Howe [1]

[1] Jonathan T. Howe.

The British Ambassador to the Secretary of State

BRITISH EMBASSY,
WASHINGTON, D.C. 20008
TELEPHONE: (202) 462-1340

FROM THE AMBASSADOR

October 19, 1982

Sir:

I have the honour to acknowledge receipt of your Note of 19 October which reads as follows:

"Excellency:

"I have the honor to refer to the recent discussions between representatives of our two Governments concerning the decision of the Government of the United Kingdom of Great Britain and Northern Ireland to acquire the TRIDENT II weapon system instead of the Trident I weapon system from the Government of the United States, and in particular concerning the manner in which such acquisition could best be implemented within the framework of United States laws and procedures applicable to sales under the Foreign Military Sales program.

"I have the honor to propose, subject to such necessary technical arrangements as may be required in

The Honorable
George P. Shultz,
Secretary of State.

implementation thereof, that the Polaris Sales Agreement between our two Governments of April 6, 1963, shall be deemed to apply as well to the TRIDENT II weapon system and that for this purpose, and subject to 1. below, all references in that Agreement to Polaris shall be deemed also to be references to TRIDENT II. For the purpose of conforming the Polaris Sales Agreement of April 6, 1963, to the requirements of the sale of the TRIDENT II weapon system, I have the honor to propose a revision to Article XI, paragraph 1.b., of the Agreement, as follows:

" Article XI, paragraph 1.b. is amended:

"1. by inserting 'Polaris' immediately after the words 'of this Article for'; and

"2. by inserting the following immediately after the words 'for research and development':

'; and a contribution to Trident II research and development equivalent to $116 million in fiscal year 1982 dollars, subject to actual payments of that contribution being adjusted in accordance with an agreed inflation index.'

"If the foregoing is acceptable to the Government of the United Kingdom of Great Britain and Northern Ireland,

I have the further honor to propose that this Note together with Your Excellency's Note in reply to that effect, shall constitute an agreement between our two Governments, which shall enter into force on the date of Your Excellency's Note.

"Accept, Excellency, the renewed assurances of my highest consideration.

For the Secretary of State:"

In reply, I have the honour to inform you that the foregoing proposals are acceptable to the Government of the United Kingdom of Great Britain and Northern Ireland who therefore agree that your Note, together with the present reply, shall constitute an agreement between our two Governments in this matter, which shall enter into force from today's date.

I avail myself of this opportunity to renew to you, Sir, the assurances of my highest consideration.

[1]

---

[1] Oliver Wright.

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OCEANOGRAPHY

Deep Sea Drilling Project

Agreements Between the
UNITED STATES OF AMERICA
and the UNITED KINGDOM OF
GREAT BRITAIN and NORTHERN IRELAND

Amending and Extending the Memorandum
of Understanding of September 29, 1975,
as Amended and Extended

Signed at Washington and London
April 9 and May 23, 1979

And signed at Washington and Swindon
December 31, 1981 and January 14, 1982

S9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89-497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND

Oceanography: Deep Sea Drilling Project

Agreements amending and extending the memorandum of understanding of September 29, 1975, as amended and extended.
Signed at Washington and London April 9 and May 23, 1979;
Entered into force May 23, 1979.
And signed at Washington and Swindon December 31, 1981 and January 14, 1982;
Entered into force January 14, 1982.

READEX FICHE best copy available

Amendment to

MEMORANDUM OF UNDERSTANDING[1]

between the

U.S. National Science Foundation
in Washington, D.C.

and the

Natural Environment Research Council
in London

on the participation of the United Kingdom

in the International Phase of Ocean Drilling (IPOD)
an extension of the Deep Sea Drilling Project (DSDP)

Drilling operations during IPOD have been further extended through September 1981, an additional twenty-four months from that planned when the previous Amendment to the Memorandum of Understanding was signed.[2] IPOD is now scheduled to end on September 30, 1982. The Natural Environment Research Council wishes to continue to participate in the project during its extension and the National Science Foundation (NSF) desires the continued participation of the Natural Environment Research Council. Therefore, it is agreed that Article 1 of the Memorandum of Understanding is further amended to read as follows:

"1. The Natural Environment Research Council will support the IPOD phase of the DSDP with annual contributions, in cash or in kind, as mutually agreed to be made available, beginning on October 1, 1975, in accordance with the following schedule:

A. U.S. $1,000,000 per annum for the four years through September 30, 1979.

B. U.S. $1,187,500 for the period October 1, 1979 through September 30, 1980.

C. U.S. $1,250,000 for the period October 1, 1980 through September 30, 1981.

D. U.S. $300,000 for the period October 1, 1981 through September 30, 1982.

[1] TIAS 8591; 28 UST 3646.
[2] TIAS 9410; 30 UST 3551.

The financial contributions of all participants in the DSDP will be commingled to support the total program costs. Should the DSDP drilling operations be terminated prior to December 31, 1979, a refund of U.S. $83,333 will be made for each month of terminated drilling for which contributions have been made. Should the DSDP drilling operations be terminated between January 1, 1980, and September 30, 1982, a refund of U.S. $104,167 will be made for each month of terminated drilling for which contributions have been made."

This amendment will be effective upon signature of both parties to this amendment.

For the Natural Environment Research Council

by _____
W. L. Beament
Chairman

23 May 79
Date

For the U.S. National Science Foundation

by _____
John B. Slaughter
Assistant Director
Astronomical, Atmospheric, Earth, and Ocean Sciences

April 9, 1979
Date

Amendment to

MEMORANDUM OF UNDERSTANDING

between the U.S. National Science Foundation
in Washington, D.C.

and the

Natural Environment Research Council
in Swindon

on the participation of the United Kingdom
in the International Phase of Ocean Drilling (IPOD)
an extension of the Deep Sea Drilling Project (DSDP)

The National Science Foundation (NSF) and other international participants in IPOD all agree that it would be desirable to extend scientific drilling operations for an additional 24 months from that planned when the previous Amendment to the Memorandum of Understanding was signed in 1979. The proposed budget of the NSF now before the Congress of the United States contains funds for an additional year of scientific ocean drilling. NSF will use its best efforts to have funds for a second additional year of IPOD drilling included in its next budget to the Congress. Accordingly, subject to the approval of higher authorities within the Government of the United States, subject to the availability of sufficient appropriations by the Congress of the United States, and subject to sufficient contributions from international participants, IPOD is now scheduled to end on September 30, 1984. The Natural Environment Research Council wishes to continue to participate in the project during its extension and the National Science Foundation (NSF) desires the continued participation of the Natural Environment Research Council. Therefore, it is agreed that Article 1 of the Memorandum of Understanding is further amended to read as follows:

"1. The Natural Environment Resarch Council will support the IPOD phase of the DSDP with annual contributions, in cash or

in kind, as mutually agreed to be made available, begining on October 1, 1975, in accordance with the following schedule:

A. U.S. $1,000,000 per annum for the four years through September 30, 1979.

B. U.S. $1,187,500 for the period October 1, 1979 through September 30, 1980.

C. U.S. $1,250,000 for the period October 1, 1980 through September 30, 1981.

D. U.S. $2,000,000 for the period October 1, 1981 through September 30, 1982.

E. U.S. $2,000,000 for the period October 1, 1982 through September 30, 1983.

F. U.S. $300,000 for the period October 1, 1983 through September 30, 1984.

Details regarding a schedule of payment will be mutually agreed upon. Contributions received after July 1, 1983 may be used to cover close-out costs for IPOD or for planning and development of a future program of international ocean drilling.

"The financial contributions of all participants in the DSDP will be commingled to support the total program costs. Should the DSDP drilling operation be terminated prior to December 31, 1979, a refund of U.S. $83,333 will be made for each month of terminated drilling for which contributions have been made. Should the DSDP drilling operations be terminated between January 1, 1980, and September 30, 1981, a refund of U.S. $104,167 will be made for each month of terminated drilling for which

contributions have been made. Should the DSDP drilling operations be terminated between October 1, 1981, and September 30, 1983 a refund of U.S. $166,667 will be made for each month of terminated drilling for which contributions have been made."

This amendment will be effective upon signature of both parties of this amendment.

For the Natural Environment Research Council	For the U.S. National Science Foundation
p.p. John C. Bowman.	
by Sir Hermann Bondi Chairman	by John B. Slaughter Director
January 14th 1982 Date	December 31, 1981 Date

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TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10552

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SHIPPING

Jurisdiction Over Vessels in United States Deepwater Ports

Agreement Between the
UNITED STATES OF AMERICA
and SAUDI ARABIA

Effected by Exchange of Notes
Dated at Jidda March 1, 1981 and
October 20, 1982

S9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89-497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

For sale by the Superintendent of Documents, U.S. Government Printing Office

SAUDI ARABIA

Shipping: Jurisdiction Over Vessels in United States Deepwater Ports

Agreement effected by exchange of notes
Dated at Jidda March 1, 1981, and October 20, 1982;
Entered into force October 20, 1982.

The American Embassy to the Saudi Ministry of Foreign Affairs

No. 134

The Embassy of the United States of America presents its compliments to the Royal Ministry of Foreign Affairs of the Kingdom of Saudi Arabia and has the honor to refer to the discussions which have taken place between representatives of our two governments in connection with the establishment of deepwater ports off the coast of the United States and the jurisdictional requirements of the United States Deepwater Port Act of 1974, [1] and to confirm that the two governments are in agreement that vessels registered in or flying the flag of Saudi Arabia and the personnel on board such vessels utilizing the Louisiana Offshore Oil Port (Loop, Inc.), a deepwater port facility established under the Deepwater Port Act of 1974 for the purposes stated therein shall, whenever they may be present within the safety zone of such deepwater port, be subject to the jurisdiction of the United States and Saudi Arabia, on the same basis as when in coastal ports of the United States.

It is the understanding of the Government of the United States and of the Government of Saudi Arabia that this agreement shall not apply to vessels registered in or flying the flag of Saudi Arabia merely passing through the safety zone of the Louisiana Offshore Oil Port without calling at or otherwise utilizing the port.

If the foregoing is acceptable to the Government of the Kingdom of Saudi Arabia, the Embassy has the honor to propose that this note, together with the Ministry's reply thereto, shall constitute an agreement between the Government of the Kingdom of Saudi Arabia and the Government of the United States, to enter into force upon the receipt of the Ministry's reply to that effect, and to remain in force until terminated by six months' written notice by either party to the other.

The Embassy avails itself of this opportunity to renew to the Royal Ministry the assurances of its highest consideration.

Embassy of the United States of America
JIDDA, March 1, 1981

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[1] 88 Stat. 2126; 33 U.S.C. § 1501 *et seq.*

أن يجرى انهائها عن طريق ارسال اخطار خطى لانهائها بعد مدة ستة أشهر يرسله احد الفريقين للفريق الاخر. انتهت)

تود وزارة الخارجيه العربيه السعوديه ابلاغ السفاره المحترمه بموافقة الجهات السعوديه المختصه على ماجاء فى المذكره المشار اليها اعلاه .

وتنتهز الوزاره هذه الفرصه للاعراب عن أطيب تمنياتها .

The Saudi Ministry of Foreign Affairs to the American Embassy

تهدى وزارة خارجية المملكه العربيه السعوديه أطيب تحياتهـا الى سفارة الولايـات المتحده الامريكيه بجده .

وبالاشاره الى مذكرتها رقم ١٣٤ وتاريخ ١/مارس/١٩٨١، الاتـى نصهـا :

(تهدى سفارة الولايات المتحده الامريكيه تحياتها الى وزارة - خارجية المملكه العربيه السعوديه وتتشرف بأن تشير الى المباحثات التى جرت بين ممثلى حكومتينا فيما يتعلق بأقامة مرافىء عميقة الاغوار على ساحل الولايات المتحده وبما يتعلق بالمتطلبات القانونيه بموجب قانون ١٩٧٤م الخاص بمرافىء الولايات المتحده العميقة الاغوار ولأجل التأكيد بأن الحكومتين متفقتان بأن السفن المسجله فى المملكه العربيه السعوديه أو التى ترفع علم المملكه العربيه السعوديه والتى على ظهرها موظفون يستعملون زيت مرفأ (شركة لوب) الواقع على شاطىء لويزيانا المشتمل على تسهيلات مرفأ عميق الغور تأسس بموجب قانون المرفأ العميق الغور لسنة ١٩٧٤م للاغراض المذكوره فى هذه المذكره وعندما تكون تلك السفن موجوده ضمن منطقة الامان التابعه لمثل ذلك المرفأ العميق الغور تكون تلك السفن خاضعة لتشريعات قوانين الولايات المتحده والمملكه العربيه السعوديه وعلى نفس الاسس مثل ماتكون موجوده فى المرافىء الواقعه على ساحل الولايات المتحده .

ومن المفهوم لدى حكومة الولايات المتحده وحكومة المملكه العربيه السعوديه بأن هذه الاتفاقيه لاتنطبق على السفن المسجله فى المملكه العربيه السعوديه أو التى تحمل علا بها التى تمر فقط فى منطقة أمان مرفأ الزيت الواقع على شواطىء لويزيانا دون أن تدخل الى المرفأ المذكور أو أن تستعمل مرافقه .

وفيما اذا كانت الشروط المذكوره أعلاه تلقى القبول لدى حكومة المملكه العربيه السعوديه تتشرف السفاره بأن تقترح بأن تشكل هذه المذكره بالاضافة الى جواب الوزاره عليها اتفاقية بين حكومة المملكه العربيه السعوديه وحكومة الولايات المتحده يجرى وضعها موضع التنفيذ لدى استلام السفاره لجواب الوزاره بهذا الخصوص وبأن تبقى سارية المفعول الى

/٢

الرقم: ٩٧/ق/ التاريخ: [illegible]١٤هـ الموافق: ١٩م المرفقات:

TRANSLATION

Reference No. 97/20/32/4
Date: 3/1/1403 H
[October 20, 1982]

The Ministry of Foreign Affairs of the Kingdom of Saudi Arabia presents its compliments to the Embassy of the United States of America in Jidda, and refers to the Embassy's note No. 134 of March 1, 1981 which reads as follows:

[For the English language text, see p. 2.]

The Ministry of Foreign Affairs of Saudi Arabia wishes to inform the esteemed Embassy that the competent Saudi authorities accept the terms of the note transcribed above.

The Ministry avails itself of this opportunity to express to the Embassy the assurances of its highest consideration.

[SEAL]

GPO 1985 48-800 (12800)

All issues available have
been filmed.
Unfortunately, any
scattered missing issues
are no longer available.

10554

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10554

AGRICULTURAL COMMODITIES

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Agreement Between the
UNITED STATES OF AMERICA
and KENYA

JAN 17 1986

U. S. GOVT. PUBS.
DEPOSITORY 378

Signed at Nairobi October 29, 1982

with

Minutes of Negotiations

S9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89-497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

For sale by the Superintendent of Documents, U.S. Government Printing Office
Washington, D.C. 20402

KENYA

Agricultural Commodities

Agreement signed at Nairobi October 29, 1982;
Entered into force October 29, 1982.
With minutes of negotiations.

AGREEMENT BETWEEN

THE GOVERNMENT OF THE UNITED STATES OF AMERICA

AND

THE GOVERNMENT OF KENYA

FOR THE SALE OF AGRICULTURAL COMMODITIES

The Government of the United States of America and the Government of Kenya agree to the sale of agricultural commodities specified below. This PL480 Title I[1] Agreement shall consist of the preamble and Parts I and III of the agreement signed December 31, 1980,[2] together with the following:

PART II. - PARTICULAR PROVISIONS

ITEM I - COMMODITY TABLE

COMMODITY	SUPPLY PERIOD (U.S. FISCAL YEAR)	APPROXIMATE QUANTITY (METRIC TONS)	MAXIMUM EXPORT MARKET VALUE (DOL MILLIONS)
Rice	1983	15,000	4.1
Wheat	1983	71,000	10.9
		TOTAL	15.0

ITEM II - PAYMENT TERMS

Convertible Local Currency Credit

A. Initial payment - five (5) percent;

B. Currency use payment amount - ten (10) percent for Section 104 (A) purposes;

C. Number of installment payments - thirty one (31);

D. Amount of each installment payment - approximately equal annual amounts;

E. Due date of first installment payment - ten (10) years after date of last delivery of commodities in each calendar year;

[1] 68 Stat. 455; 7 U.S.C. § 1701 *et seq.*
[2] TIAS 9969; 32 UST.

F. Initial interest rate - two (2) percent;

G. Continuing interest rate - three (3) percent.

ITEM III - USUAL MARKETING TABLE

COMMODITY	IMPORT PERIOD (U.S. FISCAL YEAR)	USUAL MARKETING REQUIREMENT (METRIC TONS)
Rice	1983	1,700
Wheat/Wheat flour	1983	32,000

ITEM IV - EXPORT LIMITATIONS

A. The export limitation period:

The export limitation period shall be United States fiscal year 1983, or any subsequent United States fiscal year during which commodities financed under this agreement are being imported or utilized.

B. Commodities to which limitations apply:

For the purposes of PART I, ARTICLE III (A) (4) of this agreement, the commodities which may not be exported: for rice--rice in the form of paddy, brown or milled; and for wheat/wheat flour--wheat, wheat flour rolled wheat, semolina, farina, bulgur, or the same products under different names.

ITEM V - SELF-HELP MEASURES

A. The Government of Kenya agrees to undertake self help measures to improve the production, storage, and distribution of agricultural commodities. In addition to supporting programs that will contribute directly to development progress in poor rural areas and enable the poor to participate actively in increasing agricultural production through small farm agriculture as set forth in Item IV, the following self help measures shall be implemented.

B. The Government of Kenya agrees to undertake the following measures and in doing so to provide adequate financial, technical and managerial resources for their implementation.

1. Establish a special account with Cereals and Sugar Finance Corporation for the deposit of the Kenya Shilling proceeds from the sale of commodities provided by the exporting country.

2. Implement the major recommendations of the Financial Study of the National Cereals and Produce Board to improve the operational efficiency and financial management of the Board.

3. Continue its program to write off the debt to Government of the National Cereals and Produce Board which was accumulated through June 1981. In addition to the sum of Kenya Pounds 15.75 million written off in July 1981 a further Kenya Pounds 7 million will be written off in Kenya fiscal year 1982/83.

4. Prepare and adopt policies and plans for the establishment of a grain security program.

5. As control over smuggling in border districts improves, introduce freer movement of grain within districts and among non-border districts.

ITEM VI - ECONOMIC DEVELOPMENT PURPOSES FOR WHICH PROCEEDS ACCRUING TO THE IMPORTING COUNTRY ARE TO BE USED

A. The proceeds accruing to the Kenya Government from the sale of commodities financed under this agreement will be used to finance development in the agriculture and rural development sector.

B. Deposited proceeds will be disbursed from the Special Account to support such development programs in the Kenya fiscal years 1983/84 and 1984/85. Specific identification of the programs to be supported will be agreed by an exchange of memoranda between the Kenya Government and USAID. Selected programs in poor rural areas will enable poor smallholders to increase their agricultural production.

IN WITNESS WHEREOF, the respective representatives, duly authorized for the purpose, have signed the present agreement. Done at Nairobi the twenty-ninth day of October, 1982.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

Allison B. Herrick
Director
USAID/Kenya

FOR THE GOVERNMENT REPUBLIC OF KENYA

Harris Mule
Permanent Secretary
Ministry of Finance

MINUTES OF NEGOTIATIONS ON A U.S. PUBLIC LAW PL480

TITLE I PROGRAM FOR U.S. FISCAL YEAR 1983

I. The Government of Kenya representatives have reviewed the Minutes of the Negotiations held in June 1982 and reafirm their understanding of the points noted therein.

II Special note is taken of the need to prepare a report on progress in implementing the Self Help measures by November 15, 1982.

III. The Government of Kenya and the Government of the United States will continue to consult on progress made in improving food production and distribution.

29/10/1982. 29 Oct 82

GPO: 1985 48-802 (12800)

10555

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10555

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POSTAL

Express Mail Service

Agreement, With Detailed
Regulations, Between the
UNITED STATES OF AMERICA
and SPAIN

Signed at Madrid October 18, 1982

S 9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89–497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

For sale by the Superintendent of Documents, U.S. Government Printing Office
Washington, D.C. 20402

SPAIN

Postal: Express Mail Service

Agreement, with detailed regulations, signed at Madrid October 18, 1982;
Entered into force April 1, 1983.

INTERNATIONAL EXPRESS MAIL AGREEMENT BETWEEN THE UNITED STATES POSTAL SERVICE AND THE DIRECTORATE GENERAL OF POSTS AND TELECOMMUNICATIONS OF SPAIN

Preamble

The undersigned, by virtue of the authority vested in them, have concluded the following Agreement.

Article 1 Purpose of the Agreement

This Agreement shall govern the exchange of International Express Mail between the United States of America and Spain, including any areas for which the postal administrations of these countries exercise International Express Mail responsibilities.

Article 2 Definitions

As used herein the following terms shall have the indicated meanings:

1. Administration - an abbreviated form used to refer to one of the postal administrations of the countries signatory to this Agreement;

2. Articles and sections - articles and sections of this Agreement, except when the context indicates an article which is or can be inserted into an item;

3. Convention - the Universal Postal Convention[1] adopted by the Congress of the Universal Postal Union from time to time;

4. Detailed Regulations of the Convention - the Detailed Regulations of the Universal Postal Convention enacted by the Congress of the Universal Postal Union from time to time;

5. International Express Mail service - the service established by this Agreement;

[1] TIAS 9972; 32 UST.

6. Scheduled service - an International Express Mail service option which allows a sender to enter into a contractual arrangement to mail items on a designated schedule to designated addressees;

7. On-demand service - an International Express Mail service option which allows a sender to mail an item on a non-contractual basis and without any requirements for scheduling or prior designation of addressee.

Article 3 Scheduled Service

1. Each administration shall offer scheduled service on a contractual basis to customers who agree to use the service on a designated schedule to send items to designated addressees.

2. Each administration shall provide the other administration with a schedule of approximate delivery times to each city or other location to which scheduled service is available, based upon the time schedules of the international flights used to carry scheduled items.

3. For each scheduled service contract, the administration of origin shall provide the administration of destination with the following information at least ten days prior to commencing service pursuant to such contract:

(i) The identification number of the customer contract, which number shall be indicated on each item sent;

(ii) the names and addresses of the sender and designated addressee;

(iii) the days of the week designated by the customer as scheduled dispatch days;

(iv) the time of day delivery is requested; and

(v) the airline and flight number to be used.

Article 4 On-Demand Service

1. Each administration may offer on-demand service which shall be available to customers on a non-scheduled basis.

2. Each administration shall provide the other administration with a list of the cities and other locations to which on-demand service is available.

3. Each administration shall provide the other administration with a schedule of approximate delivery times to each city or other location to which on-demand service is available, based upon the time schedules of the international flights used to carry on-demand items.

4. Each administration shall inform the other administration of all identification marks or numbers which it uses for each on-demand item.

5. The administration of origin is not required to provide the administration of destination with notice prior to sending an on-demand item.

Article 5 Charges to be Collected From the Sender

Each administration shall fix the charges to be collected from its senders for sending items in the service.

Article 6 Charges and Fees to be Collected From the Addressee

Each administration shall be authorized to collect from the addressee the customs duty and other applicable non-postal fees, if any, payable on each item it delivers and a charge for the collection of such fees.

Article 7 Conditions of Acceptance

Provided that the contents do not come within the prohibitions listed in Article 8, each item to be admitted into the International Express Mail service shall:

(a) be packed in a manner adapted to the nature of the contents and the conditions of transport;

(b) bear the names and addresses of the addressee and of the sender; and

(c) satisfy the conditions of weight and size fixed by Article 9.

Article 8 Prohibitions

1. The provisions of the Convention governing prohibitions shall be applicable to the insertion of articles in International Express Mail items.

2. Each administration shall communicate to the other the necessary information concerning customs or other regulations, as well as the prohibitions or restrictions governing entry of postal items in its service.

Article 9 Limits of Size and Weight

An item of International Express Mail:

(a) shall not exceed 900 millimeters for any one dimension nor 2 meters for the sum of the length and the greatest circumference measured in a direction other than that of the length; and,

(b) shall not exceed 20 kilograms in weight.

Article 10 Treatment of Items Wrongly Accepted

1. When an item containing an article prohibited under Article 8 has been wrongly admitted to the post, the prohibited article shall be dealt with according to the legislation of the country of the administration establishing its presence.

2. When the weight or the dimensions of an item exceed the limits established under Article 9, it shall be returned to the administration of origin if the regulations of the administration of destination do not permit delivery.

3. When a wrongly admitted item is neither delivered to the addressee nor returned to origin, the administration of origin shall be informed how the item has been dealt with and of the restriction or prohibition which required such treatment.

Article 11 General Rules for Delivery and Customs Clearance

1. Each administration shall, in accordance with its regulations for the type of service used, make every effort to effect delivery of each item of International Express Mail by the fastest means available.

2. Each administration shall make every effort to expedite the customs clearance of International Express Mail items.

Article 12 Undeliverable Items

1. After every reasonable effort to deliver an item has proven unsuccessful, the item shall be held at the disposal of the addressee for the period of retention provided by the regulations of the administration of destination.

2. An item refused by the addressee shall be returned immediately to the administration of origin.

3. Each undeliverable item shall be returned to the administration of origin through the International Express Mail service.

4. Neither administration shall charge the other for the return of undeliverable items.

Article 13 Items Arriving Out of Course and to be Redirected

1. Each item arriving out of course shall be redirected to its proper destination by the most direct route used by the administration which has received the item.

2. Neither administration shall charge the other for the redirection of items arriving out of course.

Article 14 Inquiries

1. Each administration shall answer in the shortest possible time, not to exceed one month, inquiries relating to any International Express Mail item posted by the other administration.

2. Inquiries shall be accepted only within a period of four months from the date after that on which the item was posted.

3. This article does not authorize routine requests for confirmation of delivery.

Article 15 Allocation of Surface Costs for Traffic Imbalances

1. At the end of each calendar year, the administration which has received a larger quantity of International Express Mail items than it has sent during that year shall have the right to collect from the other administration, as compensation, an imbalance charge for the surface handling and delivery costs it has incurred for each additional item received.

2. Each administration shall establish an imbalance charge per item which shall correspond to the costs of services.

3. Modifications of the imbalance charge may be made as follows:

(a) Each administration may increase its imbalance charge when such an increase is necessary due to an increase in the costs of services.

(b) To be applicable, any such modification of the imbalance charge must:

(i) be communicated to the other administration at least three months in advance;

(ii) remain in force for at least one year.

Article 16 Internal Air Conveyance Dues

Each administration which provides air conveyance of items within its country shall be entitled to reimbursement of internal air conveyance dues at rates established in the provisions of the Convention which govern internal air conveyance dues.

Article 17 Onward Air Conveyance

1. Each administration shall provide onward air conveyance service to or from any country with which it exchanges International Express Mail items, for items addressed to or originating in the other administration and shall provide approximate onward air conveyance times.

2. For each item forwarded pursuant to this article, the administration providing onward air conveyance services shall be authorized to collect from the other administration the onward air conveyance rates applicable to airmail under the Convention.

Article 18 No Additional Rates, Charges, or Fees

The administrations may collect only the rates, charges, and fees established under this Agreement.

Article 19 Liability of Administrations

Each administration shall establish its own policy concerning liability in cases of loss, damage, theft or delay in delivery of International Express Mail items. The administration of origin shall be responsible for making indemnity payments, if any, to its senders, without recourse to the other administration.

Article 20 Application of the Convention

The Convention or its Detailed Regulations shall be applicable, where appropriate, by analogy, in all cases not expressly governed by this Agreement or its Detailed Regulations.

Article 21 Detailed Regulations

Details of implementation of this Agreement shall be governed by its Detailed Regulations.

Article 22 Arbitration

Any dispute which arises between the administrations concerning the interpretation or application of this Agreement which cannot be resolved by the administrations to their mutual satisfaction, shall be settled by arbitration, following

the arbitration procedures of the Universal Postal Union at the time that the dispute is submitted by an administration for arbitration. The arbitrators shall be chosen from the administrations which provide a service analogous to International Express Mail service.

Article 23 Alterations or Amendments; Additional Rules and Regulations

1. This Agreement or its Detailed Regulations may be altered or amended by mutual consent by means of correspondence between officials of each administration who have been authorized to make such alterations or amendments.

2. Each administration is authorized to adopt implementing rules and regulations for its internal operation of the service not inconsistent with this Agreement or its Detailed Regulations.

Article 24 Entry into Force and Duration

1. This Agreement shall enter into force on the date mutually agreed upon by the administrations, after it is signed by the authorized representatives of both administrations.[1]

2. This Agreement shall expire twelve months after either administration notifies the other in writing of termination.

[1] Apr. 1, 1983.

Done in duplicate in the English and Spanish languages, both versions being equally authentic, and signed at Madrid on the 18th day of October 1982.

FOR THE UNITED STATES POSTAL SERVICE:

W F Bolger [1]

Postmaster General

FOR THE DIRECTORATE GENERAL OF POSTS AND TELECOMMUNICATIONS OF SPAIN:

[2]

Director General

[1] W. F. Bolger.
[2] Ramon Soler.

DETAILED REGULATIONS OF THE INTERNATIONAL EXPRESS MAIL AGREEMENT BETWEEN THE UNITED STATES POSTAL SERVICE AND THE DIRECTORATE GENERAL OF POSTS AND TELECOMMUNICATIONS OF SPAIN

TIAS 10555

The undersigned, by virtue of the authority vested in them, have drawn up the following Detailed Regulations for implementation of the International Express Mail Agreement between the United States Postal Service and the Directorate General of Posts and Telecommunications of Spain.

Article 101 Information to be Supplied By the Administrations

1. Each administration shall notify the other administration of:

(a) the necessary information concerning customs or other regulations, as well as the prohibitions or restrictions governing the entry of International Express Mail items;

(b) the provisions of its laws or regulations applicable to the conveyance of International Express Mail items;

(c) the rates and dues established under the Agreement; and,

(d) the forms, labels and other documentation which it requires in the service.

2. Any change of the information mentioned in Section 1 shall be communicated in writing immediately to the other administration.

49-139 O - 85 - 2

Article 102 Addresses of the Sender and of the Addressee

To be admitted for mailing, each item of International Express Mail shall bear, in roman letters and arabic figures on the item itself or on a label firmly attached to it, the names and complete addresses of the sender and of the addressee.

Article 103 Items Containing Merchandise

1. Each item containing merchandise shall be accompanied by a customs declaration on Universal Postal Union Form C2/CP3 or Universal Postal Union Form C1 or a similar form. The customs declaration shall be securely attached to each such item.

2. The contents of each such item shall be shown in detail on the customs declaration.

3. Although the administrations assume no responsibility for the accuracy of customs declarations, they shall inform senders of the correct way to complete these declarations.

4. The aggregate value of all items a sender may mail to the same person in the United States in one day shall not exceed $250.

Article 104 Packing Requirements

1. Each item shall be packed and closed in a manner befitting the weight, the shape, and the nature of the contents as well as the mode and duration of conveyance.

2. Each item shall be packed and closed so as not to present any danger to officials called upon to handle it, or to soil or damage other mail or postal equipment.

3. Each item shall have, on its packing or wrapping, sufficient space for service instructions and for affixing labels.

4. Each item which requires special packing shall be made up in accordance with the packing provisions in the Detailed Regulations of the Convention.

Article 105 General Makeup of Mails

1. International Express Mail dispatches shall be made up in closed mails, and shall be accompanied by the air mail delivery bill and manifest forms required by these regulations.

2. The items in each dispatch shall be enclosed in blue and orange International Express Mail bags.

3. Items containing merchandise or other dutiable articles shall be placed in separate bags from non-dutiable items, and shall be dispatched separately accompanied by a separate manifest.

4. Each bag shall bear a label, showing the blue and orange chevron which has been adopted as the International Express Mail identification symbol. Each bag label shall clearly indicate:

(a) the exchange office of destination; and

(b) whether the bag contains merchandise or other dutiable items.

Article 106 Manifests

1. An International Express Mail manifest, on a form acceptable to each administration, shall acccompany each dispatch.

2. Each item sent through the scheduled service shall be listed separately on the manifest. If no items are sent under a scheduled service contract, the contract number and the fact that no items were sent shall be entered on the manifest.

3. The total number of on-demand items in a dispatch shall be entered collectively as a single manifest entry.

4. The manifest shall clearly indicate that the dispatch contains International Express Mail items.

Article 107 Air Mail Delivery Bills

1. An air mail delivery bill, on Universal Postal Union Form AV 7, shall accompany each dispatch.

2. The air mail delivery bill shall be marked so as to indicate clearly that the dispatch contains International Express Mail.

3. The total number of items in each dispatch shall be entered in the observations column of the air mail delivery bill.

Article 108 Exchange Offices

1. The exchange of dispatches of International Express Mail shall be carried out by the designated exchange offices of each administration.

2. Each administration shall designate its International Express Mail exchange offices to be used in the service and inform the other administration of the location of each such exchange office.

3. Each administration shall give the other administration advance notice of redesignation of, or addition to its exchange offices.

Article 109 Verification of Dispatches and their Contents

1. Upon receipt of an International Express Mail dispatch, the administration of destination shall verify that the dispatch is consistent with the entries on the air mail delivery bill.

2. The contents of each dispatch shall be verified as soon as possible, at an office designated by the administration of destination, to confirm their conformity with the manifest and with the air mail delivery bill.

Article 110 Notification of Irregularities

1. Any evidence of missing or damaged bags or items shall be reported to the administration of origin by telex and confirmed by verification note on a Universal Postal Union Form C-14.

2. All other actions taken in connection with any irregularity shall be governed by the regulations of the administration of destination.

Article 111 Redirection of Items Arriving Out of Course

The redirecting administration shall notify the administration of origin, by telex or telephone, of the details concerning the arrival and redirection of each item or bag arriving out of course.

Article 112 Return of Items to Origin

Each administration which returns an item for any reason whatsoever shall give, either written by hand or by means of a stamped impression or label on the item and on the manifest which accompanies it, the reason for non-delivery.

Article 113 Accounting, Settlement of Accounts

1. The procedures for accounting and for the settlement of accounts for internal air conveyance shall be governed by the provisions covering accounting for air mail in the Detailed Regulations of the Convention.

2. The procedures for accounting and settlement of accounts for allocation of surface costs for traffic imbalances shall be as follows:

(a) The settlement shall take place at the end of each calendar year.

(b) Each administration shall prepare quarterly a statement of items received in a mutually acceptable form which indicates the number of items received in each dispatch based upon the air mail delivery bills. These forms shall be forwarded to the administration of origin within two months from the end of the quarter.

(c) After verifying the statement of items received, the origin administration shall advise the destination administration by correspondence of its acceptance. If the verification reveals any discrepancies, a corrected statement shall be returned to the destination administration duly amended and accepted. If the destination administration disputes the amendments, it shall confirm the actual data by sending photocopies of relevant air mail delivery bills and C-14 verification notes to the administration of origin. If the destination administration has received no notice of amendment within two months from the date of forwarding the quarterly statement of items received, the account shall be regarded as fully accepted.

(d) After each administration has accepted the statement of items received prepared by the other, the creditor administration shall prepare annually a detailed account and statement of charges in a mutually acceptable form which indicates the total number of items received and dispatched, the imbalance, the imbalance charge per item, and the total amount due.

(e) Accounts shall be closed within 6 months after the last day of the settlement period.

Article 114 Definitions

The definitions set forth in Article 2 of the Agreement shall be applicable to these Detailed Regulations.

Article 115 Period of Retention of Documents

1. Documents of the service shall be kept for a minimum period of three years from the day following the date to which they refer.

2. A document concerning a dispute or an inquiry shall be kept until the matter has been settled. If the inquiring administration, duly informed of the result of an inquiry, allows six months to elapse from the date of the communication without raising any objections, the matter shall be regarded as settled.

Article 116 Entry into Force and Duration

1. These Detailed Regulations shall enter into force on the same date as the International Express Mail Agreement to which they refer.

2. These Detailed Regulations shall have the same duration as the International Express Mail Agreement to which they refer.

DIRECCION GENERAL
DE CORREOS Y TELECOMUNICACION

ACUERDO SOBRE

POSTAL EXPRES INTERNACIONAL

ENTRE

LA ADMINISTRACION POSTAL DE ESPAÑA

Y

EL SERVICIO POSTAL DE ESTADOS UNIDOS

- - - - - - - - - - - - - - -

Preámbulo

Los infrascritos, en virtud de la autoridad de que han sido investidos han concluido el siguiente Acuerdo.

Artículo 1- Propósito del Acuerdo.

Este Acuerdo regirá el intercambio de Postal Exprés Internacional entre España y los Estados Unidos de América, incluídas aquellas áreas en las que las Administraciones postales de estos países presten el servicio de Postal Exprés Internacional.

Artículo 2- Definiciones.

Los términos indicados a continuación tendrán el significado siguiente :

1. Administración - Fórmula abreviada para denominar a una de las Administraciones postales firmantes del presente Acuerdo.

2. Artículos y secciones - Artículos y secciones del presente Acuerdo, excepto cuando el contexto indique un artículo que es o puede ser incluído en un envío.

3. Convenio - El Convenio Postal Universal adoptado periódicamente por el Congreso de la Unión Postal Universal.

4. Reglamento de Ejecución del Convenio - El Reglamento de Ejecución del Convenio Postal Universal establecido periódicamente por el Congreso de la UPU.

5. Postal Exprés Internacional - El servicio establecido por el presente Acuerdo.

6. Servicio programado - Opción del servicio Postal Exprés Internacional que permite al remitente llegar a un acuerdo contractual para expedir envíos postales por medio de un programa preestablecido a destinatarios determinados.

7. Servicio no programado o esporádico - Opción del servicio de Postal Exprés Internacional que permite al remitente imponer un envío sin base contractual y sin el requerimiento de un programa establecido o la previa designación del destinatario.

Artículo 3- Servicio Programado.

1. Cada Administración ofrecerá el Servicio Programado en base a un contrato con los usuarios que acepten utilizar tal servicio según un programa preestablecido para efectuar envíos a destinatarios predesignados.

2. Cada Administración proveerá a la otra un cuadro de las horas aproximadas de entrega para cada ciudad o localidad en la cual se preste el servicio programado, basada en los horarios de vuelos internacionales usados para el transporte de envíos programados.

3. Por cada contrato de Servicio Programado, la Administración de origen proveerá a la de destino la siguiente información, como mínimo diez días antes de comenzar el servicio objeto de tal contrato :

(I) Número de identificación del contrato del cliente. Tal número deberá ser consignado en cada envío remitido.

(II) Nombres y direcciones del remitente y del destinatario designado.

(III) Días de la semana establecidos por el cliente como días de despacho programados.

(IV) Hora y día de entrega solicitados.

(V) Línea aérea y número de vuelo a ser utilizados.

Artículo 4- Servicio no programado o esporádico.

1. Cada Administración puede ofrecer un servicio no programado o esporádico que será puesto a disposición de los usuarios en base a un sistema no programado.

2. Cada Administración facilitará a la otra una lista de ciudades y otras localidades en las que se preste el Servicio no programado.

3. Cada Administración proveerá a la otra de un cuadro de las horas aproximadas de entrega en cada ciudad o localidad en que preste el Servicio no programado, basado en los horarios de los vuelos internacionales utilizados para transportar estos envíos.

4. Cada Administración informará a la otra de todas las marcas de identificación o números que use para cada envío no programado.

5. La Administración de origen no deberá dar cuenta por anticipado a la Administración de destino del envío de un objeto no programado.

Artículo 5- Tarifas a percibir del remitente.

Cada Administración fijará las tarifas a cobrar a los remitentes de su país por la utilización del servicio.

Artículo 6- Tasas y derechos a cobrar al destinatario.

Cada Administración será autorizada a cobrar al destinatario los aranceles aduaneros y, si existen, otros derechos no postales, aplicables a cada envío que entregue, así como una tasa por el cobro de tales derechos.

Artículo 7- Condiciones de admisión.

Siempre que el contenido no esté incurso en las prohibiciones mencionadas en el Artículo 8, cada envío a expedir por el Servicio de Postal Exprés Internacional deberá cumplir las siguientes condiciones:

a) Estar embalado de forma adecuada a la naturaleza del contenido y a las condiciones de transporte.

b) Llevar los nombres y direcciones del remitente y destinatario; y

c) Cumplir las condiciones de peso y dimensiones fijadas en el artículo 9.

Artículo 8- Prohibiciones.

1. Las disposiciones del Convenio que regulan las prohibiciones serán aplicables a los artículos que se incluyan en envíos del Postal Exprés Internacional.

2. Cada Administración comunicará a la otra la información necesaria referente a Aduanas u otras reglamentaciones, así como las prohibiciones o restricciones que regulen la entrada de los envíos postales en su servicio.

Artículo 9- Límites de peso y dimensiones.

Un envío de Postal Expres Internacional :

a) No deberá exceder de 900 mm. en ninguna de sus dimensiones, ni de 2 metros la suma de la longitud y el mayor contorno medido en sentido distinto de la longitud.

b) No excederá de 20 kg. de peso

Artículo 10- Tratamiento de envíos aceptados erróneamente.

1. Cuando un envío que contenga un artículo prohibido según el Artículo 8 sea erróneamente aceptado, tal artículo será tratado según la legislación del país cuya Administración haya observado su existencia.

2. Cuando el peso o dimensiones de un artículo exceden de

los límites establecidos en el artículo 9, será devuelto a la Administración de origen si la reglamentación de la de destino no permite su entrega.

3. Cuando un envío admitido erróneamente no haya sido ni entregado al destinatario ni devuelto a origen, la Administración de origen deberá ser informada de cuál ha sido el trato dado al envío y de las restricciones o prohibiciones que determinaron tal tratamiento.

Artículo 11- Reglas generales de entrega y despacho de Aduanas.

1. Cada Administración deberá, de acuerdo con sus reglamentos para el tipo de servicio utilizado, realizar todos los esfuerzos posibles para efectuar la entrega de cada envío de Postal Exprés Internacional, por los medios más rápidos a su disposición.

2. Cada Administración deberá desarrollar todos los esfuerzos posibles para acelerar el despacho de Aduanas de los envíos de Postal Exprés Internacional.

Artículo 12- Envíos no entregados.

1. Después de que todos los esfuerzos razonables para efectuar la entrega de un envío se hayan revelado infructuosos, dicho envío deberá ser mantenido a disposición del destinatario durante el período de conservación previsto por los reglamentos de la Administración de destino.

2. Un envío rehusado por el destinatario deberá ser devuelto inmediatamente a la Administración de origen.

3. Todos los envíos no entregados serán devueltos a la Administración de origen por medio del servicio de Postal Exprés Internacional.

4. Ninguna Administración cargará a la otra cantidad alguna por la devolución de envíos no entregados.

Artículo 13- Envíos mal encaminados y a reexpedir.

1. Todos los envíos mal encaminados deberán ser reexpedidos a su verdadero destino por la vía más directa empleada por la Administración que los ha recibido.

2. Ninguna Administración cargará a la otra cantidad alguna por la reexpedición de envíos mal encaminados.

Artículo 14- Reclamaciones.

1. Cada Administración responderá en el plazo de tiempo más breve posible, sin exceder de un mes, las reclamaciones relativas a cualquier envío de Postal Exprés Internacional impuesto por la otra Administración.

2. Las reclamaciones se aceptarán únicamente dentro de un período de cuatro meses a partir de la fecha siguiente a la imposición del envío.

3. Este Artículo no autoriza peticiones rutinarias de confirmación de entrega.

Artículo 15- Asignación de Gastos terminales por desequilibrio de tráfico.

1. Al final de cada año natural, la Administración que haya recibido mayor cantidad de envíos de Postal Exprés Internacional que los que ella haya expedido durante dicho año, tendrá derecho a reclamar a la otra Administración, como compensación, una tasa por cada envío adicional recibido que corresponderá a los costes de manipulación y entrega.

2. Cada Administración establecerá una tasa por envío que se corresponderá con el coste del servicio.

3. Las modificaciones de la tasa por desequilibrio de tráfico se podrán efectuar de la manera siguiente :

a) Cada Administración puede aumentar su tasa de desequilibrio de tráfico cuando tal aumento sea necesario debido al incremento en los costes de los servicios.

b) Para que sea aplicable cualquier modificación de dicha tasa deberá :

(I) Ser comunicada a la otra Administración con, al menos, tres meses de antelación.

II) Permanecer en vigor, al menos, durante un año.

Artículo 16- Gastos de transporte aéreo interno.

Toda Administración que utilice el servicio aéreo para el encaminamiento de envíos dentro de su país, tendrá derecho al reembolso de los gastos de transporte aéreo interno, según las tarifas establecidas en las disposiciones del Convenio que rigen los gastos de transporte aéreo interno.

Artículo 17- Reencaminamiento.

1. Cada Administración ofrecerá el servicio de reencaminamiento aéreo hacia o desde cualquier país con el cual intercambie envíos del Servicio Postal Exprés Internacional, de los envíos dirigidos a u originados en la otra Administración y establecerá los horarios aproximados de reexpedición aérea.

2. Por cada envío expedido según este artículo la Administración que brinde el servicio de reencaminamiento aéreo queda autorizada a percibir de la otra Administración las tasas de reencaminamiento aéreo que establece el Convenio.

Artículo 18- No percepción de tarifas, tasas o derechos adicionales.

Las Administraciones pueden cobrar exclusivamente las tarifas, tasas y derechos establecidos en este Acuerdo.

Artículo 19-Responsabilidad de las Administraciones.

Cada Administración deberá establecer su propia política respecto a la responsabilidad en casos de pérdida, daño, robo o retraso en la entrega de los envíos de Postal Exprés Internacional. Las Administración de origen será responsable de las indemnizaciones, si procediere, a los remitentes, sin poder recurrir a la otra Administración.

Artículo 20- Aplicación del Convenio.

El Convenio o su Reglamento de Ejecución será aplicable cuando sea apropiado, por analogía, en todos los casos no contemplados expresamente en este Acuerdo o su Reglamento de Ejecución.

Artículo 21-Reglamento de Ejecución

Los detalles de aplicación de este Acuerdo estarán regidos por el Reglamento de Ejecución.

Artículo 22- Arbitrajes.

Cualquier disputa que surja entre las Administraciones respecto a la interpretación o aplicación de este Acuerdo, y que no pueda ser resuelta a mútua satisfacción, deberá ser zanjada por arbitraje, siguiendo los procedimientos de la Unión Postal Universal en el momento en que la disputa sea sometida por una de las Administraciones a tal procedimiento. Los árbitros serán escogidos entre las Administraciones que presten un servicio análogo al de Postal Exprés Internacional.

Artículo 23- Modificaciones o enmiendas; reglas y reglamentos adicionales.

1. Este Acuerdo o su Reglamento de Ejecución puede ser alterado o enmendado por mútuo consentimiento mediante correspondencia entre los titulares de cada Administración que hayan sido autorizados a efectuar tales alteraciones o enmiendas.

2. Cada Administración está autorizada a adoptar reglas de aplicación y reglamentos para su servicio interior que no estén en contradicción con este Acuerdo o su Reglamento de Ejecución.

Artículo 24- Entrada en vigor y duración.

1. Este Acuerdo entrará en vigor en la fecha mútuamente aceptada por ambas Administraciones, después que haya sido firmado por los representantes autorizados de las mismas.

2. Este Acuerdo prescribirá doce meses después de que cualquier Administración haya notificado por escrito a la otra su intención de darlo por terminado.

Hecho en duplicado en lengua española e inglesa, con igual valor en ambas versiones, y firmado en Madrid a dieciocho de octubre de 1982.

POR LA ADMINISTRACION POSTAL DE ESPAÑA

DIRECTOR GENERAL DE CORREOS Y TELECOMUNICACION

POR EL SERVICIO POSTAL DE LOS ESTADOS UNIDOS

POSTMASTER GENERAL

DIRECCION GENERAL
DE CORREOS Y TELECOMUNICACION

REGLAMENTO DE EJECUCIÒN DEL ACUERDO DE

POSTAL EXPRES INTERNACIONAL

ENTRE

LA ADMINISTRACION POSTAL DE ESPAÑA

Y

EL SERVICIO POSTAL DE LOS ESTADOS UNIDOS

Preámbulo

Los infrascritos, en virtud de la autoridad de que han sido investidos, han establecido el siguiente Reglamento de Ejecución para la aplicación del Acuerdo de Postal Exprés Internacional entre la Administración postal de España y el Servicio postal de los Estados Unidos.

Artículo 101- Información que deben suministrar las Administraciones.

1. Cada Administración deberá notificar a la otra Administración :

a) La información necesaria respecto a la Aduana y otras regulaciones, así como las prohibiciones o restricciones que rijan la entrada de envíos de Postal Exprés Internacional.

b) Las disposiciones de sus leyes o reglamentos que se puedan aplicar al transporte de envíos de Postal Exprés Internacional.

c) Las tarifas y derechos establecidos conforme al Acuerdo; y

d) Los formularios, etiquetas y otros documentos precisos para el servicio.

2. Cualquier cambio en la información reseñada en la Sección 1 será comunicada inmediatamente, por escrito, a la otra Administración.

Artículo 102 - Direcciones del remitente y del destinatario.

Para ser admitido, todo envío de Postal Exprés Internacional debe llevar, en caracteres latinos y cifras árabes, sobre el propio envío o en una etiqueta firmemente unida a éste, los nombres y direcciones completos del remitente y del destinatario.

Artículo 103- Envíos que contengan mercancías.

1. Todo envío que contenga mercancías deberá ser acompañado de una etiqueta C 1 que será adherida al envío, o de una declaración de Aduanas modelo C 2/CP3, según los respectivos modelos de la UPU o similares. La declaración de Aduanas deberá hallarse firmemente sujeta a cada envío.

2. El contenido de cada envío deberá reseñarse en detalle en la declaración de Aduanas.

3. A pesar de que las Administraciones no asuman la responsabilidad de la exactitud de las declaraciones de Aduanas, informarán a los remitentes de la forma correcta de cumplimentar las mismas.

4. El valor total de todos los envíos que un solo remitente puede hacer a una misma persona residente en los Estados Unidos en un mismo día, no podrá exceder de 250 dólares.

Artículo 104- Condiciones de embalaje

1. Todo envío deberá ser embalado y cerrado de una manera que sea consecuente con el peso, la forma y la naturaleza del contenido, así como con el modo y duración del transporte.

2. Todo envío deberá ser embalado y cerrado de forma que no entrañe ningún peligro para los empleados que deban manejarlo o que pueda manchar o dañar a otros envíos o al equipamiento postal.

3. Todo envío deberá conservar, en su embalaje o envoltura suficiente espacio para las instrucciones de servicio y para fijar etiquetas.

4. Todo envío que requiera embalaje especial deberá ser acondicionado a este respecto de acuerdo con las disposiciones relativas al Reglamento de Ejecución del Convenio.

Artículo 105- Acondicionamiento general de los despachos

1. Los despachos del Postal Exprés Internacional deberán efectuarse en sacas cerradas y estar acompañados de la factura de entrega de correo aéreo, así como de los formularios requeridos por este Reglamento de Ejecución.

2. Los envíos de cada despacho serán incluídos en sacas de color azul y naranja del servicio de Postal Exprés Internacional.

3. Los envíos que contengan mercancías u otros artículos susceptibles de pago de derechos de aduanas, deberán incluírse en sacas separadas de aquellos envíos que no lo sean, siendo despachachos separadamente y anotados en formularios distintos.

4. Cada saca deberá llevar una etiqueta con las franjas azul y naranja adoptadas como símbolo de identificación del Postal Exprés Internacional. Cada etiqueta deberá indicar claramente:

a) Oficina de Cambio de destino; y

b) Si la saca contiene mercancías u otros envíos susceptibles de pagos de derechos de Aduanas.

Artículo 106- Manifiestos

1. Cada despacho será acompañado de un manifiesto de Postal Exprés Internacional en un formulario admitido por cada Administración.

2. Cada envío cursado por medio del Servicio Programado será anotado individualmente en el manifiesto. Si no se cursan envíos de un contrato de Servicio Programado, el número de contrato y el hecho de que no hay envíos se hará constar en el manifiesto.

3. El número total de envíos del Servicio no programado en un despacho, será anotado globalmente como una sola entrada en el manifiesto.

4. El manifiesto deberá indicar claramente que el despacho contiene envíos del Postal Exprés Internacional.

Artículo 107- Facturas de entrega de correo aéreo

1. Una factura de entrega, en un formulario AV 7 de la Unión Postal Universal, acompañará a cada despacho.

2. La factura de entrega de correo aéreo deberá marcarse de forma que indique claramente que el despacho contiene envíos de Postal Exprés Internacional.

2. El número total de envíos de cada despacho debe ser anotado en la columna de observaciones de la factura de entrega de correo aéreo.

Artículo 108- Oficinas de Cambio

1. El cambio de despachos de Postal Exprés Internacional será llevado a cabo por las Oficinas de Cambio designadas por cada Administración.

2. Cada Administración, por su parte, designará las Oficinas de Cambio que llevarán a cabo el servicio de Postal Exprés Internacional e informará a la otra Administración de la ubicación de cada una de ellas.

3. Cada Administración dará cuenta por anticipado a la otra de los cambios de denominación o nuevas designaciones de sus Oficinas de Cambio.

Artículo 109- Verificación de los despachos y su contenido

1. En el momento de la recepción de un despacho de Postal Exprés Internacional, la Administración de destino comprobará si está de acuerdo con las anotaciones de la factura de entrega de correo aéreo.

2. El contenido de cada despacho debe ser comprobado lo antes posible en una oficina designada por la Administración de destino, a fin de constatar su conformidad con el manifiesto y con la factura de entrega de correo aéreo.

Artículo 110- Notificación de irregularidades

1. Cualquier evidencia de pérdida o deterioro de sacas o envíos debe ser notificada a la Administración de origen por télex y confirmado por escrito mediante el Boletín de verificación C 14 de la UPU.

2. Cualquier otra acción tomada como consecuencia de cualquier irregularidad será determinada por los reglamentos de la Administración de destino.

Artículo 111- Reexpedición de envíos recibidos erróneamente

La Administración reexpedidora notificará a la Administración de origen, por télex o teléfono, los detalles relativos a la llegada y reexpedición de cada envío o saca que llegue erróneamente.

Artículo 112- Devolución de envíos a origen

Toda Administración que devuelva un envío por una razón cualquiera, deberá indicar la causa de no haberlo entregado, ya sea escribiéndolo a mano o por medio de una estampación o etiqueta en el propio envío y en el manifiesto que lo acompaña.

Artículo 113- Establecimiento y liquidación de cuentas

1. El procedimiento para el establecimiento y liquidación de cuentas por transporte aéreo interno, se regirán por la previsiones referentes al correo aéreo en el Reglamento de Ejecución del Convenio.

2. Los procedimientos de establecimiento y liquidación de cuentas por asignación de gastos terminales por desequilibrio de tráfico, serán como sigue :

a) La liquidación tendrá lugar al final de cada año natural.

b) Cada Administración preparará trimestralmente una relación de envíos recibidos en un formulario aceptado mútuamente que indique el número de envíos en cada despacho y basado en las facturas de entrega de correo aéreo. Estos formularios serán enviados a la Administración de origen en los dos meses siguientes al final del trimestre.

c) Después de verificar la relación de envíos recibidos, la Administración de origen dará cuenta de su aceptación a la de destino por correspondencia. Si la verificación revela alguna discrepancia se deberá devolver a la Administración de destino una relación debidamente enmendada y aceptada. Si la Administración de destino no está de acuerdo con las enmiendas, deberá confirmar los datos reales enviando fotocopias de las respectivas facturas de entrega y boletines de verificación C 14 a la Administración de origen. Si la Administración de destino no ha recibido notificación de enmiendas dentro de los dos meses siguientes a la remisión de la relación trimestral de envíos recibidos, la cuenta deberá considerarse como totalmente aceptada.

d) Después de que cada Administración haya aceptado la relación de envíos recibidos presentada por la otra, la Administración acreedora preparará anualmente una cuenta detallada y un estado de su crédito en un formulario aceptado mútuamente que indique el número de envíos recibidos y expedidos, la diferencia, la tasa de diferencia por envío y el importe total debido.

e) Las cuentas deben ser cerradas dentro de un plazo de seis meses a partir del último día del periodo de liquidación.

Artículo 114- Definiciones

Las definiciones enunciadas en el Artículo 2 del Acuerdo serán aplicables a este Reglamento de Ejecución.

Artículo 115- Plazo de conservación de documentos

1. Los documentos de servicio deberán conservarse durante un período mínimo de tres años a partir del día siguiente a la fecha a que se refieran.

2. Un documento afectado por un litigio o una reclamación se conservará hasta que el asunto haya sido solucionado. Si la Administración reclamante, debidamente informada del resultado de la encuesta, deja pasar seis meses desde la fecha de comunicación, sin formular ninguna objeción, el asunto se considerará acabado.

Artículo 116- Entrada en vigor y duración

1. Este reglamento de Ejecución entrará en vigor la misma fecha que el Acuerdo de Postal Exprés Internacional al que se refiere.

2. Este Reglamento de Ejecución tendrá la misma duración que el Acuerdo del Postal Exprés Internacional al cual hace referencia.

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10557

PEACEKEEPING

Multinational Force and Observers
United States Participation

Agreement Between the
UNITED STATES OF AMERICA
and the MULTINATIONAL FORCE
AND OBSERVERS

Effected by Exchange of Letters
Signed at Washington March 26, 1982

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MULTINATIONAL FORCE AND OBSERVERS

Peacekeeping: Multinational Force and Observers—United States Participation

Agreement effected by exchange of letters.
With related letters.
Signed at Washington March 26, 1982;
Entered into force March 26, 1982.

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[ADDED BY THE DEPARTMENT OF STATE]

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The Director General of the Multinational Force and Observers to the Secretary of State

Multinational Force and Observers
Post Office Box 11258
Alexandria, Virginia 22312
(703) 642-8300

March 26, 1982

The Honorable
Alexander M. Haig, Jr.
The Secretary of State
Washington, D.C. 20520

Dear Mr. Secretary:

I have the honor to refer to the Treaty of Peace between Egypt and Israel signed March 26, 1979,[1] and to the enclosed Protocol between Egypt and Israel which provided for the establishment of a Multinational Force and Observers (MFO).

In accordance with the Protocol and with the agreement of the Parties, the Director General is to request those nations agreeable to the Parties to supply contingents to the MFO and to receive the agreement of contributing nations that the contingents will conduct themselves in accordance with the terms of the Protocol. Therefore, based on previous communications and discussions, I accept with appreciation the offer of the Government of the United States of America to provide to the MFO an infantry battalion task force of approximately eight hundred personnel, a logistics support element of approximately three hundred fifty personnel, staff personnel, and civilian observers, as provided in Annexes I and III to this letter.

As you are aware, the principles concerning the establishment, functions and responsibilities of the MFO are set out in the Protocol between Egypt and Israel. In accordance with paragraph 3 of the Annex to the Protocol, I would appreciate your confirmation that the United States units shall conduct themselves in accordance with the terms of the Protocol. Also, I would like to emphasize the importance of continuity of service of units in the MFO and to seek your agreement that the United States units will not be withdrawn without adequate prior notification to the Director General of the MFO.

---

[1] *Department of State Bulletin*, May, 1979, p. 3.

I draw your attention as well to the Appendix to the Protocol, which stipulates the privileges and immunities of the MFO and the duties of members of the MFO. Of particular importance is paragraph 11 concerning criminal jurisdiction, and its subparagraph c, which directs the Director General to obtain the assurance of each participating state that it will be prepared to take the necessary measures to assure proper discipline of its personnel and to exercise jurisdiction with respect to any crime or offense which might be committed by its personnel.

With regard to paragraph 42 of the Appendix to the Protocol, I assure you that I intend to act in accordance with the wishes of the participating state concerning the disposition of the bodies of its members who die in the service of the MFO, and their personal property.

The financial arrangements between the MFO and the Government of the United States concerning its military contribution and the civilian observers are set forth at Annexes II and III.

My separate letter of today's date confirms my understanding with respect to various aspects of participation in the MFO.

The enclosed Aide Memoire sets forth guidelines on procedures used by the MFO and is provided for the use of the Government of the United States in preparing and deploying its units for service in the MFO.

I have the honor to propose that this letter, including its attached Annexes I, II, and III, and your reply confirming the agreement of your Government to the terms thereof shall constitute an agreement between the Government of the United States and the MFO, which shall enter into force on the date of your reply.

With assurances of my highest consideration,

Sincerely,

Leamon R. Hunt
Director General
Multinational Force and Observers

Attachments:
Annex I: United States Military Contribution
Annex II: Financial Arrangements for United States Military Contribution
Annex III: Civilian Observers
Enclosures: Protocol
Aide Memoire

ANNEX I

UNITED STATES MILITARY CONTRIBUTION

A. INFANTRY BATTALION TASK FORCE

1. The Government of the United States of America shall provide to the MFO an infantry battalion task force, which shall be responsible for patrolling by foot, light vehicle, and helicopter; establishing and manning observation posts and check points; and conducting other activities as directed by the Force Commander in accordance with the Protocol between Egypt and Israel, signed August 3, 1981.

2. The infantry battalion task force shall consist of an infantry battalion headquarters and its associated headquarters company, three rifle companies, a combat support company, a helicopter support element, and signal support element. The total number of personnel of the infantry battalion task force shall not exceed 808.

3. The infantry battalion task force shall be equipped with its normal infantry battalion equipment and weapons, as mutually agreed, less its heavy (4.2") mortars, heavy (TOW) anti-tank missiles, and air defense missiles (REDEYE/STINGER), subject to the following:

a. A maximum of 10 unarmed utility helicopters may be deployed to provide movement of personnel, equipment and supplies; medical evacuation; and command-control, observation, and liaison.

b. The infantry battalion task force shall deploy with sufficient light/utility vehicles to meet its operational ground transportation needs. The MFO shall supplement the infantry battalion task force's vehicles with additional vehicles as necessary to provide adequate logistical support.

c. The infantry battalion task force shall be sufficiently equipped and manned to perform at least organizational maintenance on all its deployed equipment, including helicopters. All other maintenance capability shall be provided by the MFO, as may be required.

B. LOGISTICS SUPPORT ELEMENT

1. The Government of the United States shall provide to the MFO a Logistics Support Element which shall be responsible for: explosive ordnance disposal; movements

control; airlift control; operation of a central supply facility for all classes of supply, except post exchange supplies and alcoholic beverages; provision of agreed mail services; maintenance of all U.S.-standard small arms deployed with MFO contingents; operation of heavy vehicles; provision of medical services, including operation of central medical facilities at both primary base camps; and provision of food and sanitation inspection services.

2. The total number of personnel of the Logistics Support Element shall not exceed 356.

3. The Logistics Support Element shall be equipped with the equipment necessary to perform its mission, as described above, subject to the following:

a. The MFO shall provide sufficient equipment to meet the operational communications needs of the Logistics Support Element.

b. The MFO shall provide those vehicles required by the Logistics Support Element to perform its mission.

c. The Logistics Support Element shall be responsible for providing organizational maintenance for its deployed equipment, and operator maintenance for equipment provided to it by the MFO. The MFO shall be responsible for providing additional maintenance of equipment used by the Logistics Support Element.

d. All members of the Logistic Support Element shall be armed with their normally assigned individual weapons.

C. ADDITIONAL PROVISIONS

1. The mission, equipment and armament of the military units described herein may not be changed except with the consent of the Government of the United States and the MFO.

2. The commanders of the infantry battalion task force and of the Logistics Support Element shall have direct access to the Force Commander.

3. The Government of the United States shall also provide staff-trained military officers to the MFO Force Commander's staff for mutually acceptable positions.

4. The organizational criteria set forth in this Annex may from time to time be modified by mutual consent.

ANNEX II

FINANCIAL ARRANGEMENTS FOR UNITED STATES MILITARY CONTRIBUTION

1. The Government of the United States shall remain responsible for the payment to the United States military personnel, without cost to the MFO, of the salaries, benefits, subsistence and/or allowances which would normally be paid such personnel when stationed in the United States.

2. The MFO shall pay to the Government of the United States an amount equivalent to the cost to the Government of the United States of special pay and allowances paid to the United States military personnel pursuant to applicable United States law.

3. The Government of the United States shall provide, without cost to the MFO, those items of capital equipment required for the performance of missions assigned to United States units, in accordance with Annex I.

4. The MFO shall pay to the Government of the United States the actual cost of such special preparation and modification of equipment necessary for Sinai operation as has been mutually determined, and of the removal of such special preparation and modification upon cessation of deployment.

5. The MFO shall provide for the initial transportation to and final transportation from the Sinai of capital equipment and support equipment of the United States military units, without cost to the United States. Any non-maintenance-related rotation of such equipment will be the responsibility of the Government of the United States.

6. Damage to or loss of capital equipment supplied by the Government of the United States shall be the responsibility of the MFO when any such damage or loss occurs in connection with official MFO business.

7. The MFO shall provide, without cost to the Government of the United States, equipment which is required by the United States units to perform their assigned missions, but which is not standard issue to United States military units.

8. The MFO shall provide for the transportation of the United States military personnel assigned to the MFO, their

individual weapons and kit, without cost to the United States, from the designated point of departure to their stations in the Sinai and return, in accordance with the mutually established rotation schedule.

9. The MFO shall provide food and lodging to the United States military personnel in the Sinai, as well as base support, without cost to the United States.

10. In consideration of the food, lodging, base support, and other services, supplies and equipment to be provided the United States units by the MFO pursuant to this Annex, the Government of the United States shall credit to the account of the MFO an amount equivalent to the costs which would normally have been incurred by the Government of the United States for food and lodging, base support, and operations and maintenance for such units when stationed in the United States.

11. The net amount payable by the MFO in accordance with this Annex and the financial provisions of such other agreements as may be entered into between the Government of the United States and the MFO shall be determined on a fiscal year basis, and real costs shall be payable quarterly. The first such payment shall be made by July 1, 1982, and subsequent installments shall be paid quarterly thereafter.

12. Accounting, reimbursement and other administrative arrangements related to this Annex shall be agreed upon between designated representatives of the Government of the United States and the MFO.

Agreed Minute

With reference to paragraph 2 of Annex II of the letter of the Director General of the MFO to the Secretary of State of the Government of the United States, it is understood that the special pay and allowances to be paid to the personnel of the United States armed forces assigned to the MFO pursuant to applicable United States law will be:

(a) overseas pay for enlisted personnel, initially ranging from $8.00 to $22.50 per person per month, depending on grade;

(b) a separate maintenance allowance for married personnel of $30.00 per person per month.

With reference to paragraph 4 of Annex II, it is understood that the costs incurred in preparing equipment for use in the Sinai (i.e., painting vehicles and painting MFO insignia on equipment) will be calculated on the basis of actual cost incurred.

With reference to paragraph 8 of Annex II, it is understood that when air transportation for personnel, supplies and equipment is provided by the Government of the United States on a space available basis at no additional cost to the Government of the United States, no reimbursement will be required from the MFO.

With reference to paragraph 10 of Annex II, it is understood that the costs which would normally have been incurred by the Government of the United States for maintaining the United States personnel in the United States will be computed on the following basis:

(a) Costs for the budgeted support will be computed on the basis of factors set forth in the Army Force Planning Cost Handbook (AFPCH).

(b) Budgeted support costs for operations and maintenance of aviation units will be computed on the basis of United States Army Forces Command (FORSCOM) historical flying hour and standard United States Department of the Army cost factors.

(c) Budgeted support costs for operations and maintenance of the Logistics Support Element will be based on

FORSCOM historical experience for each specific unit; provided, however, that the AFPCH will be the basis for computing costs for the Explosive Ordnance Disposal team.

(d) Budgeted costs for subsistence will be computed at the standard United States Department of the Army per person per day rate.

(e) Budgeted costs for base operations will be computed on the basis of a cost allocation factor of $50.00 per person per month.

ANNEX III

CIVILIAN OBSERVERS

The Government of the United States of America shall assist the MFO in recruiting, or otherwise ensure the provision of, approximately 25 United States Government personnel, on transfer or detail, to serve as civilian observers and support personnel in accordance with the Protocol between Egypt and Israel signed August 3, 1981. During their assignment with the MFO, the civilian observers shall be responsible to the Director General of the MFO in accordance with such organizational arrangements as he may establish, consistent with the Protocol, and shall have no responsibility to the Government of the United States with respect to the performance of their functions. It is understood that the civilian observers shall report directly to the Force Commander and that all civilian observers shall be citizens of the United States.

With respect to the financial arrangements for the civilian observers, the MFO shall be responsible for all costs related to their employment with the MFO, in accordance with the terms of employment as agreed between the individual employee and the MFO. In the case of employees on detail to the MFO, the MFO will reimburse the United States Government for all costs related to the detail, including salaries, allowances, benefits, travel and transportation. The MFO will be responsible for all costs such as travel and support incident to the performance of duties while on detail to or employed by the MFO.

[ENCLOSURE 1]

PROTOCOL

[to the Treaty of Peace between Egypt and Israel]

In view of the fact that the Egyptian-Israeli Treaty of Peace dated March 26, 1979 (hereinafter, "the Treaty"), provides for the fulfillment of certain functions by the United Nations Forces and Observers and that the President of the Security Council indicated on May 18, 1981, that the Security Council was unable to reach the necessary agreement on the proposal to establish the UN Forces and Observers, Egypt and Israel, acting in full respect for the purposes and principles of the United Nations Charter, have reached the following agreement:

1. A Multinational Force and Observers (hereinafter, "MFO") is hereby established as an alternative to the United Nations Forces and Observers. The two Parties may consider the possibility of replacing the arrangements hereby established with alternative arrangements by mutual agreement.

2. The provisions of the Treaty which relate to the establishment and functions and responsibilities of the UN Forces and Observers shall apply mutatis mutandis to the establishment and functions and responsibilities of the MFO or as provided in this Protocol.

3. The provisions of Article IV of the Treaty and the Agreed Minute thereto shall apply to the MFO. In accordance with paragraph 2 of this Protocol, the words "through the procedures indicated in paragraph 4 of Article IV and the Agreed Minute thereto" shall be substituted for "by the Security Council of the United Nations with the affirmative vote of the five permanent members" in paragraph 2 of Article IV of the Treaty.

4. The Parties shall agree on the nations from which the MFO will be drawn.

5. The mission of the MFO shall be to undertake the functions and responsibilities stipulated in the Treaty for the United Nations Forces and Observers. Details relating to the international nature, size, structure and operation of the MFO are set out in the attached Annex.

6. The Parties shall appoint a Director-General who shall be responsible for the direction of the MFO. The Director-General shall, subject to the approval of the Parties, appoint a Commander, who shall be responsible for the daily command of the MFO. Details relating to the Director-General and the Commander are set out in the attached Annex.

7. The expenses of the MFO which are not covered by other sources shall be borne equally by the Parties.

8. Disputes arising from the interpretation and application of this Protocol shall be resolved according to Article VII of the Treaty.

9. This Protocol shall enter into force when each Party has notified the other that all its Constitutional requirements have been fulfilled. The attached Annex shall be regarded as an integral part hereof. This Protocol shall be communicated to the Secretary General of the United Nations for registration in accordance with the provisions of Article 102 of the Charter of the United Nations.[1]

For the Government of the Arab Republic of Egypt:

[2]

For the Government of the State of Israel:

[3]

Witnessed by:

[4]

For the Government of the United States of America

[1] TS 993; 59 Stat. 1053; 5 Bevans 1176.
[2] Ashraf A. Ghorbal.
[3] Ephraim Evron.
[4] Alexander M. Haig, Jr.

ANNEX

[to the Protocol to the Treaty of Peace
between Egypt and Israel]

Director-General

1. The Parties shall appoint a Director-General of the MFO within one month of the signing of this Protocol. The Director-General shall serve a term of four years, which may be renewed. The Parties may replace the Director-General prior to the expiration of his term.

2. The Director-General shall be responsible for the direction of the MFO in the fulfillment of its functions and in this respect is authorized to act on behalf of the MFO. In accordance with local laws and regulations and the privileges and immunities of the MFO, the Director-General is authorized to engage an adequate staff, to institute legal proceedings, to contract, to acquire and dispose of property, and to take those other actions necessary and proper for the fulfillment of his responsibilities. The MFO shall not own immovable property in the territory of either Party without the agreement of the respective government. The Director-General shall determine the location of his office, subject to the consent of the country in which the office will be located.

3. Subject to the authorization of the Parties, the Director-General shall request those nations agreeable to the Parties to supply contingents to the MFO and to receive the agreement of contributing nations that the contingents will conduct themselves in accordance with the terms of this Protocol. The Director-General shall impress upon contributing nations the importance of continuity of service in units with the MFO so that the Commander may be in a position to plan his operations with knowledge of what units will be available. The Director-General shall obtain the agreement of contributing nations that the national contingents shall not be withdrawn without adequate prior notification to the Director-General.

4. The Director-General shall report to the Parties on developments relating to the functioning of the MFO. He may raise with either or both Parties, as appropriate, any matter concerning the functioning of the MFO. For this purpose, Egypt and Israel shall designate senior responsible officials as agreed points of contact for the Director-General. In the event that either Party or the Director-General requests a meeting, it will be convened in the location determined by the Director-General within 48 hours. Access across the international boundary shall only be permitted through entry checkpoints designated by each Party. Such access will be in accordance with the laws and regulations of each country. Adequate procedures will be established by each Party to facilitate such entries.

Military Command Structure

5. In accordance with paragraph 6 of the Protocol, the Director-General shall appoint a Commander of the MFO within one month of the appointment of the Director-General. The Commander will be an officer of general rank and shall serve a term of three years which may, with the approval of the Parties, be renewed or curtailed. He shall not be of the same nationality as the Director-General.

6. Subject to paragraph 2 of this Annex, the Commander shall have full command authority over the MFO, and shall promulgate its Standing Operating Procedures. In making the command arrangements stipulated in paragraph 9 of Article VI of Annex I of the Treaty (hereinafter "Annex I"), the Commander shall establish a chain of command for the MFO linked to the commanders of the national contingents made available by contributing nations. The members of the MFO, although remaining in their national service, are, during the period of their assignment to the MFO, under the Director-General and subject to the authority of the Commander through the chain of command.

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7. The Commander shall also have general responsibility for the good order of the MFO. Responsibility for disciplinary action in national contingents provided for the MFO rests with the commanders of the national contingents.

Functions and Responsibilities of the MFO

8. The mission of the MFO shall be to undertake the functions and responsibilities stipulated in the Treaty for the United Nations Forces and Observers.

9. The MFO shall supervise the implementation of Annex I and employ its best efforts to prevent any violation of its terms.

10. With respect to the MFO, as appropriate, the Parties agree to the following arrangements:

(a) Operation of checkpoints, reconnaissance patrols, and observation posts along the international boundary and Line B, and within Zone C.

(b) Periodic verification of the implementation of the provisions of Annex I will be carried out not less than twice a month unless otherwise agreed by the Parties.

(c) Additional verifications within 48 hours after the receipt of a request from either Party.

(d) Ensuring the freedom of navigation through the Strait of Tiran in accordance with Article V of the Treaty of Peace.

11. When a violation has been confirmed by the MFO, it shall be rectified by the respective Party within 48 hours. The Party shall notify the MFO of the rectification.

12. The operations of the MFO shall not be construed as substituting for the undertakings by the Parties described in paragraph 2 of Article III of the Treaty. MFO personnel will report such acts by individuals as

described in that paragraph in the first instance to the police of the respective Party.

13. Pursuant to paragraph 2 of Article II of Annex I, and in accordance with paragraph 7 of Article VI of Annex I, at the checkpoints at the international boundary, normal border crossing functions, such as passport inspection and customs control, will be carried out by officials of the respective Party.

14. The MFO operating in the Zones will enjoy freedom of movement necessary for the performance of its tasks.

15. MFO support flights to Egypt or Israel will follow normal rules and procedures for international flights. Egypt and Israel will undertake to facilitate clearances for such flights.

16. Verification flights by MFO aircraft in the Zones will be cleared with the authorities of the respective Party, in accordance with procedures to ensure that the flights can be undertaken in a timely manner.

17. MFO aircraft will not cross the international boundary without prior notification and clearance by each of the Parties.

18. MFO reconnaissance aircraft operating in Zone C will provide notification to the civil air control center and, thereby, to the Egyptian liaison officer therein.

Size and Organization

19. The MFO shall consist of a headquarters, three infantry battalions totalling not more than 2,000 troops, a coastal patrol unit and an observer unit, an aviation element and logistics and signal units.

20. The MFO units will have standard armament and equipment appropriate to their peacekeeping missions as stipulated in this Annex.

21. The MFO headquarters will be organized to fulfill its duties in accordance with the Treaty and this Annex. It shall be manned by

staff-trained officers of appropriate rank provided by the troop contributing nations as part of their national contingents. Its organization will be determined by the Commander, who will assign staff positions to each contributor on an equitable basis.

Reports

22. The Commander will report findings simultaneously to the Parties as soon as possible, but not later than 24 hours, after a verification or after a violation has been confirmed. The Commander will also provide the Parties simultaneously a monthly report summarizing the findings of the checkpoints, observation posts, and reconnaissance patrols.

23. Reporting formats will be worked out by the Commander with the Parties in the Joint Commission. Reports to the Parties will be transmitted to the liaison offices to be established in accordance with paragraph 31 below.

Financing, Administration and Facilities

24. The budget for each financial year shall be prepared by the Director-General and shall be approved by the Parties. The financial year shall be from October 1 through September 30. Contributions shall be paid in U.S. dollars, unless the Director-General requests contributions in some other form. Contributions shall be committed the first day of the financial year and made available as the Director-General determines necessary to meet expenditures of the MFO.

25. For the period prior to October 1, 1981, the budget of the MFO shall consist of such sums as the Director-General shall receive. Any contributions during that period will be credited to the share of the budget of the contributing state in Financial Year 1982, and thereafter as necessary, so that the contribution is fully credited.

26. The Director-General shall prepare financial and administrative regulations consistent with this Protocol and submit them no later than December 1, 1981, for the approval of the Parties. These financial regulations shall include a budgetary process which takes into account the budgetary cycles of the contributing states.

27. The Commander shall request the approval of the respective Party for the use of facilities on its territory necessary for the proper functioning of the MFO. In this connection, the respective Party, after giving its approval for the use by the MFO of land or existing buildings and their fixtures, will not be reimbursed by the MFO for such use.

Responsibilities of the Joint Commission Prior to Its Dissolution

28. In accordance with Article IV of the Appendix to Annex I, the Joint Commission will supervise the implementation of the arrangements described in Annex I and its Appendix, as indicated in subparagraphs b, c, h, i and j of paragraph 3 of Article IV.

29. The Joint Commission will implement the preparations required to enable the Liaison System to undertake its responsibilities in accordance with Article VII of Annex I.

30. The Joint Commission will determine the modalities and procedures for the implementation of Phase Two, as described in paragraph 3(b) of Article I of Annex I, based on the modalities and procedures that were implemented in Phase One.

Liaison System

31. The Liaison System will undertake the responsibilities indicated in paragraph 1 of Article VII of Annex I, and may discuss any other matters which the Parties by agreement may place before it. Meetings will be held at least once a month. In the event that either Party or the Commander requests a special meeting, it will be convened within

24 hours. The first meeting will be held in El-Arish not later than two weeks after the MFO assumes its functions. Meetings will alternate between El-Arish and Beer Sheba, unless the Parties otherwise agree. The Commander shall be invited to any meeting in which subjects concerning the MFO are discussed, or when either Party requests MFO presence. Decisions will be reached by agreement of Egypt and Israel.

32. The Commander and each chief liaison officer will have access to one another in their respective offices. Adequate procedures will be worked out between the Parties with a view to facilitating the entry for this purpose of the representatives of either Party to the territory of the other.

Privileges and Immunities

33. Each Party will accord to the MFO the privileges and immunities indicated in the attached Appendix.

Schedule

34. The MFO shall assume its functions at 1300 hours on April 25, 1982.

35. The MFO shall be in place by 1300 hours, on March 20, 1982.

APPENDIX

[to the Protocol to the Treaty of Peace
between Egypt and Israel]

Definitions

1. The "Multinational Force and Observers" (hereinafter referred to as "the MFO") is that organization established by the Protocol.

2. For the purposes of this Appendix, the term "Member of the MFO" refers to the Director-General, the Commander and any person, other than a resident of the Receiving State, belonging to the military contingent of a Participating State or otherwise under the authority of the Director General, and his spouse and minor children, as appropriate.

3. The "Receiving State" means the authorities of Egypt or Israel as appropriate, and the territories under their control. "Government authorities" includes all national and local, civil and military authorities called upon to perform functions relating to the MFO under the provisions of this Appendix, without prejudice to the ultimate responsibility of the Government of the Receiving State.

4. "Resident of the Receiving State" includes (a) a person with citizenship of the Receiving State, (b) a person resident therein or (c) a person present in the territory of the Receiving State other than a member of the MFO.

5. "Participating State" means a State that contributes personnel to the MFO.

Duties of Members of the MFO in the Receiving State:

6.(a) Members of the MFO shall respect the laws and regulations of the Receiving State and shall refrain from any activity of a political character in the Receiving State and from any action incompatible with the international nature of their duties or inconsistent with the spirit of the present arrangements. The Director-General shall take all appropriate measures to ensure the observance of these obligations.

(b) In the performance of their duties for the MFO, members of

the MFO shall receive their instructions only from the Director-General and the chain of command designated by him.

(c) Members of the MFO shall exercise the utmost discretion in regard to all matters relating to their duties and functions. They shall not communicate to any person any information known to them by reason of their position with the MFO which has not been made public, except in the course of their duties or by authorization of the Director-General. These obligations do not cease upon the termination of their assignment with the MFO.

(d) The Director-General will ensure that in the Standing Operating Procedures of the MFO, there will be arrangements to avoid accidental or inadvertant threats to the safety of MFO members.

Entry and Exit: Identification

7. Individual or collective passports shall be issued by the Participating States for members of the MFO. The Director-General shall notify the Receiving State of the names and scheduled time of arrival of MFO members, and other necessary information. The Receiving State shall issue an individual or collective multiple entry visa as appropriate prior to that travel. No other documents shall be required for a member of the MFO to enter or leave the Receiving State. Members of the MFO shall be exempt from immigration inspection and restrictions on entering or departing from the territory of the Receiving State. They shall also be exempt from any regulations governing the residence of aliens in the Receiving State, including registration, but shall not be considered as acquiring any right to permanent residence or domicile in the Receiving State. The Receiving State shall also provide each member of the Force with a personal identity card prior to or upon his arrival.

8. Members of the MFO will at all times carry their personal identity cards issued by the Receiving State. Members of the MFO may be

required to present, but not to surrender, their passport or identity cards upon demand of an appropriate authority of the Receiving State. Except as provided in paragraph 7 of this Appendix, the passport or identity card will be the only document required for a member of the MFO.

9. If a member of the MFO leaves the services of the Participating State to which he belongs and is not repatriated, the Director-General shall immediately inform the authorities of the Receiving State, giving such particulars as may be required. The Director-General shall similarly inform the authorities of the Receiving State of any member of the MFO who has absented himself for more than 21 days. If an expulsion order against the ex-member of the MFO has been made, the Director-General shall be responsible for ensuring that the person concerned shall be received within the territory of the Participating State concerned.

Jurisdiction

10. The following arrangements respecting criminal and civil jurisdiction are made having regard to the special functions of the MFO and not for the personal benefit of the members of the MFO. The Director-General shall cooperate at all times with the appropriate authorities of the Receiving State to facilitate the proper administration of justice, secure the observance of laws and regulations and prevent the occurrence of any abuse in connection with the privileges, immunities and facilities mentioned in this Appendix.

Criminal Jurisdiction

11. (a) Military members of the MFO and members of the civilian observer group of the MFO shall be subject to the exclusive jurisdiction of their respective national states in respect of any criminal offenses which may be committed by them in the Receiving State. Any such person who is charged with the commission of a crime will be brought to trial by the respective Participating State, in accordance with its laws.

(b) Subject to paragraph 25, other members of the MFO shall be immune from the criminal jurisdiction of the Receiving State in respect of words spoken or written and all acts performed by them in their official capacity.

(c) The Director-General shall obtain the assurances of each Participating State that it will be prepared to take the necessary measures to assure proper discipline of its personnel and to exercise jurisdiction with respect to any crime or offense which might be committed by its personnel. The Director-General shall comply with requests of the Receiving State for the withdrawal from its territory of any member of the MFO who violates its laws, regulations, customs or traditions. The Director-General, with the consent of the Participating State, may waive the immunity of a member of the MFO.

(d) Without prejudice to the foregoing, a Participating State may enter into a supplementary arrangement with the Receiving State to limit or waive the immunities of its members of the MFO who are on periods of leave while in the Receiving State.

Civil Jurisdiction

12. (a) Members of the MFO shall not be subject to the civil jurisdiction of the courts of the Receiving State or to other legal process in any matter relating to their official duties. In a case arising from a matter relating to official duties and which involves a member of the MFO and a resident of the Receiving State, and in other disputes as agreed, the procedure provided in paragraph 38(b) of this Appendix shall apply to the settlement.

(b) If the Director-General certifies that a member of the MFO is unable because of official duties or authorized absence to protect his interests in a civil proceeding in which he is a participant, the court or authority shall at his request suspend the proceeding until the elimination of the disability, but for not more than ninety days. Property

of a member of the MFO which is certified by the Director-General to be needed by him for the fulfillment of his official duties shall be free from seizure for the satisfaction of a judgment, decision or order, together with other property not subject thereto under the law of the Receiving State. The personal liberty of a member of the MFO shall not be restricted by a court or other authority of the Receiving State in a civil proceeding, whether to enforce a judgment, decision or order, to compel an oath of disclosure, or for any other reason.

(c) In the cases provided for in sub-paragraph (b) above, the claimant may elect to have his claim dealt with in accordance with the procedure set out in paragraph 38(b) of this Appendix. Where a claim adjudicated or an award made in favor of the claimant by a court of the Receiving State or the Claims Commission under paragraph 38(b) of this Appendix has not been satisfied, the authorities of the Receiving State may, without prejudice to the claimant's rights, seek the good offices of the Director-General to obtain satisfaction.

Notification: Certification

13. If any civil proceeding is instituted against a member of the MFO, before any court of the Receiving State having jurisdiction, notification shall be given to the Director-General. The Director-General shall certify to the court whether or not the proceeding is related to the official duties of such member.

Military Police: Arrest: Transfer of Custody and Mutual Assistance

14. The Director-General shall take all appropriate measures to ensure maintenance of discipline and good order among members of the MFO. To this end military police designated by the Director-General shall police the premises referred to in paragraph 19 of this Appendix, and such areas where the MFO is functioning.

15. The military police of the MFO shall immediately transfer to the civilian police of the Receiving State any individual, who is not a member of the MFO, of whom it takes temporary custody.

16. The police of the Receiving State shall immediately transfer to the MFO any member of the MFO, of whom it takes temporary custody, pending a determination concerning jurisdiction.

17. The Director-General and the authorities of the Receiving State shall assist each other concerning all offenses in respect of which either or both have an interest, including the production of witnesses, and in the collection and production of evidence, including the seizure and, in proper cases, the handing over, of things connected with an offense. The handing over of any such things may be made subject to their return within the time specified by the authority delivering them. Each shall notify the other of the disposition of any case in the outcome of which the other may have an interest or in which there has been a transfer of custody under the provisions of paragraphs 15 and 16 of this Appendix.

18. The government of the Receiving State will ensure the prosecution of persons subject to its criminal jurisdiction who are accused of acts in relation to the MFO or its members which, if committed in relation to the forces of the Receiving State or their members, would have rendered them liable to prosecution. The Director-General will take the measures within his power with respect to crimes or offenses committed against citizens of the Receiving State by members of the MFO.

Premises of the MFO

19. Without prejudice to the fact that all the premises of the MFO remain the territory of the Receiving State, they shall be inviolable and subject to the exclusive control and authority of the Director-General, who alone may consent to the entry of officials to perform duties on such premises.

MFO Flag

20. The Receiving States permit the MFO to display a special flag or insignia, of a design agreed upon by them, on its headquarters, camps, posts, or other premises, vehicles, boats and otherwise as decided by the Director-General. Other flags or pennants may be displayed only in exceptional cases and in accordance with conditions prescribed by the Director-General. Sympathetic consideration will be given to observations or requests of the authorities of the Receiving State concerning this last-mentioned matter. If the MFO flag or other flag is flown, the flag of the Receiving State shall be flown alongside it.

Uniform; Vehicle, Boats and Aircraft Markings and Registration; Operating Permits

21. Military members of the MFO shall normally wear their national uniform with such identifying MFO insignia as the Director-General may prescribe. The conditions on which the wearing of civilian dress is authorized shall be notified by the Director-General to the authorities of the Receiving State and sympathetic consideration will be given to observations or requests of the authorities of the Receiving State concerning this matter. Members of the MFO shall wear civilian dress while outside the areas where they are functioning. Service vehicles, boats and aircraft shall not carry the marks or license plates of any Participating State, but shall carry the distinctive MFO identification mark and license which shall be notified by the Director-General to the authorities of the Receiving State. Such vehicles, boats and aircraft shall not be subject to registration and licensing under the laws and regulations of the Receiving State. Authorities of the Receiving State shall accept as valid, without a test or fee, a permit or license for the operation of service vehicles, boats and aircraft issued by the Director-General. MFO drivers shall be given permits by the Receiving State to enable them to drive outside the areas where they are functioning, if these permits are required by the Receiving State.

Arms

22. Members of the MFO who are off-duty shall not carry arms while outside the areas where they are functioning.

Privileges and Immunities of the MFO

23. The MFO shall enjoy the status, privileges and immunities accorded in Article II of the Convention on the Privileges and Immunities of the United Nations[1] (hereinafter, "the Convention"). The provisions of Article II of the Convention shall also apply to the property, funds and assets of Participating States used in the Receiving State in connection with the activities of the MFO. Such Participating States may not acquire immovable property in the Receiving State without agreement of the government of the Receiving State. The government of the Receiving State recognizes that the right of the MFO to import free of duty equipment for the MFO and provisions supplies and other goods for the exclusive use of members of the MFO, includes the right of the MFO to establish, maintain and operate at headquarters, camps and posts, service institutes providing amenities for the members of the MFO. The amenities that may be provided by service institutes shall be goods of a consumable nature (tobacco and tobacco products, beer, etc.), and other customary articles of small value. To the end that duty-free importation for the MFO may be effected with the least possible delay, having regard to the interests of the government of the Receiving State, a mutually satisfactory procedure, including documentation, shall be arranged between the Director-General and the customs authorities of the Receiving State. The Director-General shall take all necessary measures to prevent any abuse of the exemption and to prevent the sale or resale of such goods to persons other than the members of the MFO. Sympathetic consideration shall be given by the Director-General to observations or requests of the authorities of the Receiving State concerning the operation of service institutes.

[1] Adopted Feb. 13, 1946. TIAS 6900; 21 UST 1422.

Privileges and Immunities and Delegation of Authority of Director-General

24. The Director-General of the MFO may delegate his powers to other members of the MFO.

25. The Director-General, his deputy, the Commander, and his deputy, shall be accorded in respect of themselves, their spouses and minor children, the privileges and immunities, exemptions and facilities accorded to diplomatic envoys in accordance with international law.

Members of the MFO: Taxation, Customs and Fiscal Regulations

26. Members of the MFO shall be exempt from taxation by the Receiving State on the pay and emoluments received from their national governments or from the MFO. They shall also be exempt from all other direct taxes, fees, and charges, except for those levied for services rendered.

27. Members of the MFO shall have the right to import free of duty their personal effects in connection with their first taking up their post in the Receiving State. They shall be subject to the laws and regulations of the Receiving State governing customs and foreign exchange with respect to personal property not required by them by reason of their presence in the Receiving State with the MFO. Special facilities for entry or exit shall be granted by the immigration, customs and fiscal authorities of the Receiving State to regularly constituted units of the MFO provided that the authorities concerned have been duly notified sufficiently in advance. Members of the MFO on departure from the area may, notwithstanding the foreign exchange regulations, take with them such funds as the Director-General certifies were received in pay and emoluments from their respective national governments or from the MFO and are a reasonable residue thereof. Special arrangements between the Director-General and the authorities of the Receiving State shall be made for the implementation of the foregoing provisions in the interests of the government of the Receiving State and members of the MFO.

28. The Director-General will cooperate with the customs and fiscal authorities of the Receiving State and will render all assistance within his power in ensuring the observance of the customs and fiscal laws and regulations of the Receiving State by the members of the MPO in accordance with this Appendix or any relevant supplemental arrangements.

Communications and Postal Services

29. The MPO shall enjoy the facilities in respect to communications provided for in Article III of the Convention. The Director-General shall have authority to install and operate communications systems as are necessary to perform its functions subject to the provisions of Article 35 of the International Telecommunication Convention of April 11, 1973,[1] relating to harmful interference. The frequencies on which any such station may be operated will be duly communicated by the MPO to the appropriate authorities of the Receiving State. Appropriate consultations will be held between the MPO and the authorities of the Receiving State to avoid harmful interference. The right of the Director-General is likewise recognized to enjoy the priorities of government telegrams and telephone calls as provided for the United Nations in Article 39 and Annex 3 of the latter Convention and in Article 5, No. 10 of the telegraph regulations annexed thereto.[2]

30. The MPO shall also enjoy, within the areas where it is functioning, the right of unrestricted communication by radio, telephone, telegraph or any other means, and of establishing the necessary facilities for maintaining such communications within and between premises of the MPO, including the laying of cables and land lines and the establishment of fixed and mobile radio sending and receiving stations. It is understood that the telegraph and telephone cables and lines herein referred to will be situated within or directly between the premises of the MPO and the areas where it is functioning, and that connection with the system of telegraphs and telephones of the Receiving State will be

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[1] Should read "October 25, 1973". TIAS 8572; 28 UST 2530.
[2] Done Apr. 11, 1973. TIAS 8586; 28 UST 3306.

made in accordance with arrangements with the appropriate authorities of the Receiving State.

31. The government of the Receiving State recognizes the right of the MPO to make arrangements through its own facilities for the processing and transport of private mail addressed to or emanating from members of the MPO. The government of the Receiving State will be informed of the nature of such arrangements. No interference shall take place with, and no censorship shall be applied to, the mail of the MPO by the government of the Receiving State. In the event that postal arrangements applying to private mail of members of the MPO are extended to operations involving transfer of currency, or transport of packages or parcels from the Receiving State, the conditions under which such operations shall be conducted in the Receiving State will be agreed upon between the government of the Receiving State and the Director-General.

Motor Vehicle Insurance

32. The MPO will take necessary arrangements to ensure that all MPO motor vehicles shall be covered by third party liability insurance in accordance with the laws and regulations of the Receiving State.

Use of Roads, Waterways, Port Facilities, Airfields and Railways

33. When the MPO uses roads, bridges, port facilities and airfields it shall not be subject to payment of dues, tolls or charges either by way of registration or otherwise, in the areas where it is functioning and the normal points of access, except for charges that are related directly to services rendered. The authorities of the Receiving State, subject to special arrangements, will give the most favorable consideration to requests for the grant to members of the MPO of traveling facilities on its railways and of concessions with regard to fares.

Water, Electricity and Other Public Utilities

34. The MFO shall have the right to the use of water, electricity and other public utilities at rates not less favorable to the MFO than those to comparable consumers. The authorities of the Receiving State will, upon the request of the Director-General, assist the MFO in obtaining water, electricity and other utilities required, and in the case of interruption or threatened interruption of service, will give the same priority to the needs of the MFO as to essential government services. The MFO shall have the right where necessary to generate, within the premises of the MFO either on land or water, electricity for the use of the MFO and to transmit and distribute such electricity as required by the MFO.

Currency of the Receiving State

35. The Government of the Receiving State will, if requested by the Director-General, make available to the MFO, against reimbursement in U.S. dollars or other currency mutually acceptable, currency of the Receiving State required for the use of the MFO, including the pay of the members of the national contingents, at the rate of exchange most favorable to the MFO that is officially recognized by the government of the Receiving State.

Provisions, Supplies and Services

36. The authorities of the Receiving State will, upon the request of the Director-General, assist the MFO in obtaining equipment, provisions, supplies and other goods and services required from local sources for its subsistence and operation. Sympathetic consideration will be given by the Director-General in purchases on the local market to requests or observations of the authorities of the Receiving State in order to avoid any adverse effect on the local economy. Members of the MFO may purchase locally goods necessary for their own consumption, and such services as they need, under conditions prevailing in the open market.

If members of the MFO should require medical or dental facilities beyond those available within the MFO, arrangements shall be made with the appropriate authorities of the Receiving State under which such facilities may be made available. The Director-General and the appropriate local authorities will cooperate with respect to sanitary services. The Director-General and the authorities of the Receiving State shall extend to each other the fullest cooperation in matters concerning health, particularly with respect to the control of communicable diseases in accordance with international conventions; such cooperation shall extend to the exchange of relevant information and statistics.

Locally Recruited Personnel

37. The MFO may recruit locally such personnel as required. The authorities of the Receiving State will, upon the request of the Director-General, assist the MFO in the recruitment of such personnel. Sympathetic consideration will be given by the Director-General in the recruitment of local personnel to requests or observations of authorities of the Receiving State in order to avoid any adverse effect on the local economy. The terms and conditions of employment for locally recruited personnel shall be prescribed by the Director-General and shall generally, to the extent practicable, be no less favorable than the practice prevailing in the Receiving State.

Settlement of Disputes or Claims

38. Disputes or claims of a private law character shall be settled in accordance with the following provisions:

(a) The MFO shall make provisions for the appropriate modes of settlement of disputes or claims arising out of contract or other disputes or claims of a private law character to which the MFO is a party other than those covered in subparagraph (b) and paragraph 39 following. When no such provisions have been made with the contracting

party, such claims shall be settled according to subparagraph (b) below.

(b) Any claim made by:

(i) a resident of the Receiving State against the MPO or a member thereof, in respect of any damages alleged to result from an act or omission of such member of the MPO relating to his official duties;

(ii) the Government of the Receiving State against a member of the MPO;

(iii) the MPO or the Government of the Receiving State against one another, that is not covered by paragraph 40 of this Appendix;

shall be settled by a Claims Commission established for that purpose. One member of the Commission shall be appointed by the Director-General, one member by the Government of the Receiving State and a Chairman jointly by the two. If the Director-General and the Government of the Receiving State fail to agree on the appointment of a chairman, the two members selected by them shall select a chairman from the list of the Permanent Court of Arbitration. An award made by the Claims Commission against the MPO or a member or other employee thereof or against the Government of the Receiving State shall be notified to the Director-General or the authorities of the Receiving State as the case may be, to make satisfaction thereof.

39. Disputes concerning the terms of employment and conditions of service of locally recruited personnel shall be settled by administrative procedure to be established by the Director-General.

40. All disputes between the MPO and the Government of the Receiving State concerning the interpretation or application of this Appendix which are not settled by negotiation or other agreed mode of settlement shall

be referred for final settlement to a tribunal of three arbitrators, one to be named by the Director-General, one by the Government of the Receiving State, and an umpire to be chosen jointly who shall preside over the proceedings of this tribunal.

41. If the two parties fail to agree on the appointment of the umpire within one month of the proposal of arbitration by one of the parties, the two members selected by them shall select a chairman from the list of the Permanent Court of Arbitration. Should a vacancy occur for any reason, the vacancy shall be filled within thirty days by the methods laid down in this paragraph for the original appointment. The tribunal shall come into existence upon the appointment of the chairman and at least one of the other members of the tribunal. Two members of the tribunal shall constitute a quorum for the performance of its functions, and for all deliberations and decisions of the tribunal a favorable vote of two members shall be sufficient.

Deceased Members: Disposition of Personal Property

42. The Director-General shall have the right to take charge of and dispose of the body of a member of the MFO who dies in the territory of the Receiving State and may dispose of his personal property after the debts of the deceased person incurred in the territory of the Receiving State and owing to residents of the Receiving State have been settled.

Supplemental Arrangements

43. Supplemental details for the carrying out of this Appendix shall be made as required between the Director-General and appropriate authorities designated by the Government of the Receiving State.

Effective Date and Duration

44. This Appendix shall take effect from the date of the entry into force of the Protocol and shall remain in force for the duration

of the Protocol. The provisions of paragraphs 38, 39, 40 and 41 of this Appendix, relating to the settlement of disputes, however, shall remain in force until all claims arising prior to the date of termination of this Appendix and submitted prior to or within three months following the date of termination, have been settled.

[ENCLOSURE 2]

AIDE MEMOIRE

GUIDELINES FOR THE GOVERNMENT OF THE UNITED STATES

PLANNING FOR THE MULTINATIONAL FORCE

AND OBSERVERS (MFO)

INTRODUCTION

The following are guidelines to governments preparing to assign troops for service with the MFO. The actual composition of such contingents being prepared will depend on the military policy, equipment and other national characteristics of the country concerned. Adherence to these guidelines where possible would ease to a very great extent the administrative problems of the contingent in the initial stages of its service with the MFO and enhance its operational efficiency. It would also be useful if representatives from national military headquarters were to hold further discussions with the MFO before proceeding to their assignment in the Sinai.

AIM

To provide the necessary guidelines to the Government of the United States to enable it to organize its MFO contingent which will, to the maximum extent possible, be capable of supporting itself administratively and operationally.

ORGANIZATION

A. The basic mission of the military units, their suggested organizational structures, and required capital and support equipment are as set forth in Annex I to the Director General's letter of 26 March, 1982, to the Government of the United States. The basic mission of the civilian observer unit is as set forth in Annex III to this letter.

B. Role of Unit Commanders. Each unit commander will have direct access to the MFO Force Commander. Each commander's rank should be appropriate to the unit's size and function but should not exceed Lt. Colonel, since staff section chiefs and battalion commanders will be of that rank.

C. Contribution to MFO Headquarters. In order to ensure equitable representation of all contingents at all levels, a number of staff officers will be assigned by each troop-contributing state to the force headquarters. Accordingly, the Government of the United States is requested to provide a number of officers to be agreed for this purpose. The officers nominated to fill these posts must be staff trained.

D. Common language of MFO. English will be the common working language of this multinational force. All officers should be able to speak, read and write English.

E. Clothing. Personnel should be fully equipped in accordance with their national scales of issue. Since the weather may vary from hot and dry to cold and wet, an appropriate range of items of clothing should be provided.

The MFO accepts responsibility for providing the following items of clothing for all ranks:

beret, MFO color	-one
field cap, MFO color	-one
hat badge, flash	-one
cloth shoulder patch	-six
armlet, olive drab	-two
scarf, MFO color	-two

The MFO will send to the troop-contributing state a minimum amount of berets, scarves, hat badges and shoulder patches to ensure that each individual may be given an initial partial issue. The remainder of the issue items will be obtained on arrival. It is imperative that the Director General be informed soonest of the address to enable the initial issue to be air-freighted and arrive before the departure of the advance party.

GENERAL INFORMATION

A. Communications. The MFO will provide communications among MFO elements working throughout the area of operations. The MFO will also provide access to the international telephone system for communications between national contingents and their home countries. Unless otherwise agreed, the contingent will provide equipment necessary to meet its internal communications requirements. Should it be decided by the government to have its own national radio link to its contingent, it may do so subject to MFO approval of equipment and frequency and on the understanding it will meet all the related costs without reimbursement by the MFO.

B. Basic Equipment. The following stores/equipment will be provided by the MFO as necessary (this list is not all-inclusive):

- Generators
- Freezers and refrigeration
- Defense stores
- Tentage (as required)
  - Personnel (sleeping accommodation)
  - Messing
  - Administration
  - Workshops

Stores
Medical inspection
Quartermaster stores (as required)
Mosquito netting
Wardrobes
Tables
Desks
Chairs
Beds, blankets, sheets, etc.
Disinfectants, cleaning material, fumigants
Chemical toilets
Office equipment (as required)
Desks
Tables
Filing cabinets
Typewriters
Calculators
Fans
Safes
Special Equipment (as required)
Fire-fighting
Water purification
Observation (field, survey and night vision binoculars, and night observation devices)
Riot control equipment
Tradesmen's tools (saws, drills, etc.)
Compressor with auxiliary equipment

C. Personal Identification. While in transit to and from the mission area, contingent personnel should be in possession of identification in accordance with their national regulations. On arrival, personnel will be issued an MFO identification card which will be the identity document required within Egypt and Israel. To expedite issuance, it is recommended that each individual possess a minimum of six recent photographs approximately 3 cm by 3 cm.

D. Passports. Individual passports will be required for members of troop contingents if they wish to travel in the two countries outside the MFO's immediate area of operations. Members of the troop contingents may arrive or leave the Sinai under the "collective passport" referred to in the Protocol (Appendix, para 7), but if a soldier wishes to take leave either in Egypt or Israel, or would like to be prepared for emergencies requiring travel outside the area, he must have his own passport and visa from the appropriate country.

E. Medical. The contingent must be fully immunized against yellow fever. It is strongly recommended that immunization against tetanus, typhoid and polio be included. Gammaglobulin against hepatitis should be given every three months. Malaria prophylaxis and salt tablets are recommended while in the area. MFO will provide these pharmaceuticals while the unit is in the area.

Preliminary planning is for the MFO to provide a central medical facility and staff. Medical support at the field-hospital level and above will be provided through the Governments of Israel and Egypt.

F. Ground Transport. The contingent will provide such vehicles as necessary to perform its mission. The MFO will supplement those vehicles as necessary for unit support needs.

G. Personal Services. Haircuts, laundry, ablution and sanitation services will be provided by the MFO.

H. Water. It is anticipated that water in base camps will be provided through a pipeline system. Adequate water tank trucks, water trailers, water purification equipment, if required, and waterpumps with hoses will also be provided as necessary. Jerry cans or similar containers will be provided as necessary for water distribution.

I. Rations. Rations will be supplied by the MFO in accordance with the "MFO Ration Scale" which may be modified to be compatible with the home scales of contingents and to cater to national food tastes and religious dietary customs. In this regard it is requested that the troop-contributing government provide the Director General with a copy of the national ration scale as soon as possible.

J. Transportation to and from the MFO Area. Initial movement into the area will be by air or sea as required. The MFO will coordinate the transportation into the area and from the area to the home country on the completion of the tour of duty and will cover all costs attendant thereto, unless otherwise agreed.

1. Airlift Arranged by the MFO. In the event that the initial deployment is by air and the transportation as provided by the MFO, the following details are required by MFO as soon as they become available:

- Place of embarkation and name of airport;
- -- Dates troops and equipment will be ready for airlift;
- -- Dimensions and weights of large pieces of equipment;
- -- Total weight of equipment and stores to be airlifted; and,
- -- Type and amount of dangerous cargo such as ammunition, acid, batteries, kerosene, fuel and oil.

2. Movement Control. It is requested that the senior member on each flight have a completed manifest showing the number of passengers on board and the amount and type of cargo. This manifest will be given to the MFO movement control personnel on arrival. In addition, personnel familiar with movement control activities should be deployed on the first aircraft and be prepared to assist with subsequent arrivals of their contingent.

K. Rotation. Contingents are normally rotated after serving a period of at least six months with the Force. These rotations are arranged by the MFO either by chartered commercial aircraft or by military airlift. It is the responsibility of the contingent's home government to inform the MFO at least six weeks prior to the rotation of the exact dates they propose for the rotation and the number of troops to be rotated each way. The rotation will involve only the personnel and their personal gear (including personal weapons) up to 45 kgs (unit equipment is not rotated.)

A reasonable amount of additional freight may be allowed by air up to the available capacity of the aircraft after accommodating the passengers with their personal baggage. Contractual arrangements with commercial airlines are made by the MFO. Experience has shown the paramount need for close liaison with the MFO on all transportation arrangements. Failure to provide the required information in time to carry out the arrangements could delay the acquisition of airlift and the diplomatic overflight clearances.

L. Accommodation. Accommodations shall be provided in accordance with the policy decided for the MFO. Generally, accommodation is arranged in accordance with the local conditions and availability of facilities. It may be concentrated into platoon, company, or contingent camps according to the operational role of the contingent. If civilian accommodation must be rented, arrangements will be concluded by the chief administrative officer of the MFO.

M. Local Resources. If a contingent requires contractual services, the contingent commanding officer should forward his request to MFO headquarters. Contracts for services, supplies, equipment and other requirements will be made only through the chief administrative officer. Such matters include procurement of:

Land and accommodation;
Petrol, oil and lubricants;
Fresh rations;
Water supply;
Rentals;
Public service facilities;

Laundry and cleaning;
Civilian labor;
Garbage disposal;
Hair cutting;
Cobbler services;
Tailoring.

N. Control of Resources. It should be stressed that once a contingent enters the MFO area of operation and becomes a part of the MFO, all equipment and supplies required thereafter (except for self-sufficiency) for the continued operational support of the contingent -- and which would normally involve a charge to the MFO -- should be requisitioned through the Director General's administrative channels. Since the Force Commander and the chief administrative officer work in close cooperation with the Director General, who in turn ensures liaison with governments, the operational needs of the various contingents in the field would be served most efficiently by centralizing, as is usual with peacekeeping forces, all requisitions of military supplies in this manner.

O. Pay and Allowances. Governments providing troops are responsible for making payment of pay and allowances to all their unit personnel in accordance with their own national legislation. Normal salaries, benefits and allowances that would be paid to troops serving at home will be at the expense of the troop-contributing state; special pay and allowances required under existing national legislation for service aborad will be reimbursed to the troop-contributing state by the MFO.

P. Maintenance in the Sinai. The MFO will provide for troops assigned to the Sinai all necessary food, lodging, and base support, and will absorb the costs of operations and maintenance. However, the troop-contributing state will pay the MFO an amount equivalent to the normal costs of maintaining the deployed personnel at home, with respect to base support, operations and maintenance, food and lodging.

Q. Reimbursement for Equipment and Supplies. The troop-contributing state will provide, at its own expense, all capital and support equipment required for the performance of its assigned mission. The MFO will pay for the transport of this equipment to the Sinai, and its eventual return to the troop-contributing state. All consumable supplies brought in by the national contingent at MFO request will be inspected by the MFO upon arrival in the area of operations and reimbursement will be paid on the basis of demonstrated cost.

R. Payments for Death, Injury, Disability or Illness. Reimbursement for payments made by governments based upon national legislation and/or regulations for death, injury, disability or illness attributable to service with the MFO will be as follows. Where periodic payments are called for under national legislation or regulations, reimbursement will be made

in a lump sum based on actuarial data. In respect of death and disability awards, a governmental claim is required to enable reimbursement of payments due or made by the government concerned to beneficiaries in accordance with national legislation and/or regulations. This claim should be appropriately certified by the government's auditor-general or an official of equivalent rank/position.

S. Official Travel of MFO Personnel. Members of the contingent who are required to make official duty trips to points where MFO food and lodging facilities cannot be provided will be paid at appropriate rates established by the MFO.

T. Airline tickets will be provided by the MFO in some circumstances for members and escorts if repatriation is authorized for medical, compassionate or other reason by the Force Commander.

U. MFO Orders. The Force Commander is empowered to issue orders consistent with the authority granted by the Director General of the MFO implementing the Protocol between the Arab Republic of Egypt and State of Israel. Such orders may be revised from time to time and are binding upon all members of the Force.

V. Postal. The MFO provides for members of the Force the free dispatch to the home country of a limited amount of personal mail. Contingents may avail themselves of this service, if desired, once an agreement has been concluded between the troop-contributing state and the MFO. Each troop-contributing state is required to designate a special postal address in the home country.

Handling of mail to and from troop-contributing countries is governed by local conditions, available means of transportation, and any agreements between the troop-contributing state and the postal authorities of the Receiving State.

W. Currency Exchanges. Currency regulations vary from country to country. Regulations for currency exchange are established to ensure that national currency regulations are respected in the area as well as in neighboring countries which the members may visit on leave or on duty. Regulations pertaining to the MFO will be obtained upon arrival in the MFO area.

X. Recreational Equipment. The MFO encourages units to bring sports equipment, personal musical instruments, and other recreational supplies for the use of their own units, for both intramural and extramural competitions.

The Secretary of State to the Director General of the Multinational Force and Observers

THE SECRETARY OF STATE
WASHINGTON

March 26, 1982

Mr. Leamon R. Hunt
Director General
Multinational Force and Observers
6121 Lincolnia Road
Alexandria, Virginia 22312

Dear Mr. Hunt:

Thank you for your letter of March 26, 1982. I wish to confirm to you that the Government of the United States of America will contribute to the MFO an infantry battalion task force, a logistics support element, staff personnel, and civilian observers as provided in Annexes I and III to your letter.

I confirm to you as well as that the Government of the United States hereby provides the agreements and assurances concerning its participation in the MFO which you requested in accordance with the terms of the Protocol.

I acknowledge receipt of the Aide Memoire enclosed with your letter. The guidelines contained in the Aide Memoire will be of use to my Government in preparing and deploying its units for service in the MFO.

Finally, my Government concurs with your proposal that your letter of March 26, 1982, including its attached Annexes I, II, and III, together with this reply, shall constitute an agreement between the Government of the United States and the MFO which shall enter into force on this date.

With assurances of my highest consideration.

Sincerely,

Alexander M. Haig, Jr.

TIAS 10557

[RELATED LETTERS]

Multinational Force and Observers
Post Office Box 11258
Alexandria, Virginia 22312
(703) 642-8300

March 26, 1982

The Honorable
Alexander M. Haig, Jr.
The Secretary of State
Washington, D. C. 20520

Dear Mr. Secretary:

With reference to my letter of today's date accepting your government's offer to contribute to the MFO in accordance with the Protocol to the Treaty of Peace between Egypt and Israel signed on March 26, 1979, it may assist if I confirm our understanding with respect to various aspects of participation in the MFO.

(1) It is understood that, as provided in paragraph 12 of the Appendix to the Egypt-Israel Protocol of August 3, 1981, members of the MFO are not subject to the civil jurisdiction of the courts or other legal process of Egypt or Israel in any matters relating to their official duties. It is also understood that, as provided in paragraph 38 of that Appendix, claims against a member of the MFO made by the Government of Egypt or Israel or by residents thereof in respect of damages alleged to result from an act or omission of such member relating to his official duties shall be settled according to the claims provisions of the Appendix. An award made by the claims commission against a member of the MFO shall be notified to the Director General for payment by the MFO. Accordingly, neither the individual member nor the participating state of which he is a national shall incur any liability in such official duty cases.

(2) With reference to paragraph 6 of the Annex to the Protocol, it is understood that national contingents provided to the MFO shall be placed under the operational control of the Force Commander. The Force Commander will issue orders to the national contingents through the appropriate national contingent commander in accordance with the chain of command established by him pursuant to the Protocol.

(3) It is understood that in exercising his functions under paragraphs 12(b), 13 and 42 of the Appendix, the Director General will seek relevant information from the appropriate national contingent commander through the Force Commander.

(4) It is understood that in the application of paragraph 20 of the Appendix, the Director General intends to follow the regulations and practices of the United Nations in its peacekeeping organizations so far as the display of flags and ensigns is concerned.

(5) With reference to paragraph 21 of the Appendix, it is understood that service vehicles, boats and aircraft serving with the MFO shall be painted MFO colors, shall carry MFO identification marks and, in addition, shall carry only those marks or insignia as are necessary to satisfy international legal requirements applicable to state aircraft and boats.

(6) With reference to paragraph 24 of the Appendix, it is understood that the Director General does not intend to delegate any of his powers directly to members of national contingents who are under the command of the national contingent commander.

(7) It is understood that where supplementary arrangements are to be made, as provided in paragraph 43 of the Appendix, which substantially affect a national contingent, the Director General will first consult with the government of the affected participating state.

(8) It is understood that the Director General intends to establish a consultative mechanism whereby he will meet with representatives designated by participating states accredited to the country where his headquarters will be located for briefing and discussion of issues of general concern. In addition, the Director General and his staff will be available at any time to hold bilateral consultations with participating state representatives on substantive issues of mutual concern.

(9) It is understood that any disputes which may arise between a participating state and the MFO which cannot properly be resolved through normal administrative channels may be raised by either the MFO or the participating government for resolution at the diplomatic level between the Director General and the designated diplomatic representative of the participating government.

I would appreciate your reply confirming the above understandings.

Sincerely,

Leamon R. Hunt
Director General
Multinational Force
and Observers

THE SECRETARY OF STATE
WASHINGTON

March 26, 1982

Mr. Leamon R. Hunt
Director General
Multinational Force and Observers
6121 Lincolnia Road
Alexandria, Virginia 22312

Dear Mr. Hunt:

This is in reply to your letter of March 26, 1982 which sets forth a number of understandings concerning participation in the MFO. I am pleased to advise you that my government confirms the understandings set forth in your letter.

Sincerely,

Alexander M. Haig, Jr.

GPO 1985 49-141 (f2800)

11558

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Agreement Between the
UNITED STATES OF AMERICA
and ISRAEL

Effected by Exchange of Notes
Signed at Jerusalem and Tel Aviv
September 28 and October 1, 1982

S9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89–497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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ISRAEL

Peacekeeping: Multinational Force and Observers—Privileges and Immunities

Agreement effected by exchange of notes
Signed at Jerusalem and Tel Aviv September 28 and October 1, 1982;
Entered into force October 1, 1982.

The Israeli Minister of Foreign Affairs to the American Ambassador

MINISTER OF FOREIGN AFFAIRS

28 September 1982

Excellency,

I have the honour to refer to the Protocol of 3rd August 1981, related to the Treaty of Peace of 26th March 1979 between the Government of the State of Israel and the Government of the Arab Republic of Egypt, and to the Agreement between the Government of the United States of America and the Director General of the MFO concerning the participation of a United States contingent in the Multinational Force and Observers (MFO) established by the said Protocol. I propose, in accordance with Article 11(d) of the Appendix to the Protocol,[1] the following supplementary arrangement between the Government of the State of Israel and the Government of the United States of America respecting those United States military members and civilian observers of the MFO (other than those assigned to any MFO office in Israel in accordance with arrangements to be made with the MFO, who will be regarded as on duty during their assignment to such office) who enter Israel, as the receiving State within the meaning of paragraph 3 of the Appendix to the Protocol (hereinafter "Israel"), on leave or who are taking leave in Israel after having entered Israel on official duty and over whom your Government would otherwise exercise jurisdiction pursuant to paragraph 11(a) of that Appendix (hereinafter called vacationing United States members of the MFO). This arrangement is without prejudice to the right of Israel to request a waiver of immunity in individual cases pursuant to paragraph 11(c) of the Appendix.

(a) The Government of the United States of America waives the immunity of vacationing United States members of the MFO who are reasonably suspected of having committed while on leave in Israel offenses punishable by imprisonment of more than 3 years or death or of possessing, for personal use, dangerous drugs as defined in the Dangerous Drugs Ordinance (New Version) 5733-1973.

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[1] TIAS 10557; 34 UST.

as amended, to the extent necessary to permit the Israeli authorities to detain such suspected persons for the purpose of conducting investigations, in accordance with applicable legal procedures. As provided by applicable law, it is understood that the period for which the Israeli authorities may detain such suspected persons may not exceed 48 hours, except when detention is authorized by an order of a competent court issued following a hearing at which the suspected person may be represented by a lawyer. The Israeli authorities may seek a court order permitting detention for more than seven days only in special circumstances and with the personal approval of the Attorney General of Israel. The Israeli authorities shall notify the Director General of the MFO and the designated representative of the Government of the United States of America of the Attorney General's intention to request such a court order at least twenty-four hours prior to his doing so. Any views which the Government of the United States of America may express shall be brought to the attention of the Attorney General, in order that he may take them into account.

After detention under this section and except as provided in section (b) below, the Israeli authorities shall transfer the custody of such suspected persons to the MFO authorities for investigation and trial in accordance with national law as provided in the Protocol. The Government of the United States of America shall inform the Israeli authorities as to the results of legal proceedings taken with respect to such suspected persons in accordance with paragraph 11 of the Appendix to the Protocol following their transfer to custody of the MFO.

In accordance with United States law, an alleged victim of a crime, his family and/or his representative may be present at any trial for that crime of a member of the MFO transferred to the MFO in accordance with this section.

A member of the MFO who is detained by the Israeli authorities in accordance with this section shall be afforded all procedural guarantees established by applicable law, including the following guarantees:

(i) to consult with a lawyer within a reasonable period of time;

(ii) to have legal representation of his own choice for his defense in detention proceedings, or, if he indicates he lacks funds for his defense, to petition the court for free legal representation;

(iii) to have a writ of habeas corpus sought on his behalf.

He shall also be entitled:

(i) to have the services of a competent interpreter, if he considers it necessary;

(ii) not to be subject to the application of martial law;

(iii) in accordance with consular practice, to communicate with representatives of the MFO and of the Government of the United States of America and to have such representatives present at detention proceedings;

(iv) in accordance with applicable prison regulations, to have the right to be visited by representatives of the MFO and of the Government of the United States of America and by members of his immediate family, and to receive during such visits material and medical assistance.

(b) The Government of the United States of America waives the immunity of vacationing United States members of the MFO whom the Government of the State of Israel intends to bring to trial for weapons offenses committed while on leave in Israel, in violation of Article 144 of the Penal Law, 5737-1977, or for drug felonies committed while on leave in Israel in violation of Articles 7 and 13-20 of the Dangerous Drugs Ordinance (New Version) 5733-1973, as amended, (attached hereto), including procurement, conspiracy and attempts to commit such offenses, it being understood that none of the offenses described in this section is punishable by death.

The Israeli authorities shall notify the Director General of the MFO and the designated representative of the Government of the United States of America of the Attorney General's intention to bring such MFO members to trial at least twenty-four hours prior to presenting charges against such members. Any views which the Government of the United States of America may express shall be brought to the attention of the Attorney General, in order that he may take them into account.

(c) For purposes of this arrangement, a member of the MFO present in Israel shall be considered on leave unless that member's name has been forwarded in advance to the Israeli authorities as being in Israel on official duty in accordance with the regular mutually accepted procedures prevailing in this regard. The Director General of the MFO shall determine any question arising as to whether a member of the MFO whose name has been forwarded in accordance with those procedures was on official duty at the time the alleged offense was committed.

(d) In accordance with protocol and consular practice, the Israeli authorities shall notify immediately the Director General of the MFO and the designated representative of the Government of the United States of America of the detention of a vacationing United States member of the MFO, and of any further action taken.

(e) A member of the MFO who is to be brought to trial in accordance with the foregoing provisions shall be afforded all procedural guarantees established by applicable law, including the following guarantees:

(i) to a prompt and speedy trial;

(ii) to be informed, in advance of trial, of the specific charge or charges made against him;

(iii) to be confronted with the witnesses against him;

(iv) to have compulsory process for obtaining evidence and witnesses in his favour, if they are within the jurisdiction of the State of Israel;

(v) to have legal representation of his own choice for his defense, or, if he indicates he lacks funds for his defense, to petition the court for free legal representation.

He shall also be entitled:

(i) to have the services of a competent interpreter, if he considers it necessary;

(ii) in accordance with consular practice to communicate with representatives of the MFO and of the Government of the United States of America and to have such representatives present at his trial;

(iii) not to be subject to the application of martial law or trial by military courts or special tribunals;

(iv) in accordance with applicable prison regulations, to have the right to be visited by representatives of the MFO and of the Government of the United States of America and by members of his immediate family, and to receive during such visits material and medical assistance.

(f) At the request of either Government, the Government of the State of Israel and the Government of the United States of America shall review this arrangement.

I have the honour to propose, if the foregoing is acceptable to you, that this letter and your reply thereto shall together constitute an agreement between our two Governments which shall enter into force on the date of your reply.

Accept, Excellency, the assurances of my highest consideration.

Yitzhak Shamir
Minister of Foreign Affairs

H. E. Samuel Lewis
Ambassador of the United States of America
in Israel

State of Israel

DANGEROUS DRUGS ORDINANCE (NEW VERSION), 5733-1973.

Possession and use.

7. (a) A person shall not be in possession of, or use, a dangerous drug, save in so far as permitted by this Ordinance or by regulations made thereunder, or under a license from the Director.

(b) The provision of this section relating to the prohibition of possession shall not apply to a dangerous drug in lawful transit under this Ordinance.

(Amendment 5739-1979)

(c) A person who contravenes to the provisions of this section is liable to imprisonment to a term of 15 years or a fine of half a million pounds. But if he possessed drugs or uses them solely for his own needs, he is liable to imprisonment for a term of 3 years or a fine of 50 thousand pounds.

Article Two: Trade and Transit

Export, import trade and supply.

13. A person shall not export, import or facilitate the export or import of, or trade in, or effect any other transaction in respect of, or supply a dangerous drug in any manner whatsoever, whether with or without consideration, save in so far as permitted by this Ordinance or by regulations made thereunder or under a license from the Director.

Acting as go-between.

14. A person shall not act as a go-between, whether with or without consideration, in respect of an act prohibited under section 13.

Conveying in transit.

15. A person shall not convey any dangerous drug through Israel in transit save from a country from which it may be lawfully exported to a country into which it may be lawfully imported. If the drug comes from a country party to the Convention, it shall, moreover, be accompanied by a valid export permit or diversion permit.

Diversion.

16. (a) No person shall, except under a diversion permit, cause any dangerous drug brought into Israel in transit to be diverted to any destination other than that to which it was originally consigned.

(b) Where a drug in transit is accompanied by an export permit or diversion permit from a competent authority of a foreign country, the country of destination indicated in the permit shall be regarded as the country from which the drug was originally consigned.

Moving drug in transit.

17. (a) A person shall not remove any dangerous drug from the conveyance by which it is brought into Israel in transit, or move any dangerous drug in Israel after removal as aforesaid, save under a removal license from the Director of the Department of Customs and Excise.

Tampering with drug in transit.

18. A person shall not subject any dangerous drug in transit to any process which would alter its nature, nor wilfully open or break a package containing any such drug, save upon the instructions of the Director and in such manner as he may direct.

Restriction on application.

19. The provisions of sections 15 to 18 shall not apply—

(1) to a dangerous drug in transit by the post;

(2) to a dangerous drug in transit by air if the aircraft passes over Israel without landing;

(3) to such a quantity of a dangerous drug as may, *bona fide*, reasonably form a part of the medical stores of any vessel or aircraft.

Penalties (Amendment 5739-1979)

19. A. A person who contravenes to the provisions of this Article is liable to imprisonment for a term of 15 years or a fine of half a million pounds.

Control of dangerous drugs in transit.

20. Subject to the restriction imposed by section 19, the Director of the Department of Customs and Excise or an officer authorized by him may require the production of the export permit or diversion permit relating to a consignment of dangerous drugs carried in transit through Israel and to take such further action in respect of the consignment as may be prescribed by regulations.

The American Ambassador to the Israeli Minister of Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA

Tel Aviv, October 1, 1982

Excellency:

I have the honor to acknowledge receipt of your letter of 28 September 1982 proposing a supplementary arrangement between our two Governments, in accordance with Article 11(d) of the Appendix to the Protocol between the State of Israel and the Arab Republic of Egypt concerning the establishment and maintenance of the Multinational Force and Observers (MFO) of 3 August 1981.

I have the further honor to inform you that the proposal made therein is acceptable to my Government, which therefore agrees that your letter and the present reply shall constitute an agreement between our two Governments, which shall enter into force on the date of this reply.

Accept, Excellency, the assurances of my highest consideration.

Samuel Lewis. [1]

His Excellency
Yitzhak Shamir
Minister of Foreign Affairs of
Israel

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[1] Samuel Lewis.

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SEABEDS

Polymetallic Nodules

Agreement Between the
UNITED STATES OF AMERICA
and OTHER GOVERNMENTS

Done at Washington September 2, 1982

S. 9. 10562

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MULTILATERAL

Seabeds: Polymetallic Nodules

Agreement done at Washington September 2, 1982;
Entered into force September 2, 1982.

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AGREEMENT CONCERNING
INTERIM ARRANGEMENTS RELATING TO
POLYMETALLIC NODULES OF THE DEEP SEA BED

THE PARTIES TO THIS AGREEMENT:

-- HAVING regard to investments made in exploration, research and other pioneer activities relating to the polymetallic nodules of the deep sea bed;

-- NOTING the adoption by the Third United Nations Conference on the Law of the Sea of a Convention on the Law of the Sea [1] and of a Resolution Governing Preparatory Investment in Pioneer Activities Relating to Polymetallic Nodules prior to the entry into force of the Convention on the Law of the Sea, and the provision of that Resolution concerning resolution of conflicts among pioneer operators;

-- RECALLING the interim character of legislation with respect to deep sea bed operations enacted by certain Parties;

-- DESIRING to make appropriate provisions for avoiding overlaps in the areas claimed for future pioneer activities in the deep sea bed and to ensure that, during the interim period, such activities are carried out in an orderly and peaceful manner;

-- EMPHASIZING that this Agreement is without prejudice to the decisions of the Parties with respect to the Convention on Law of the Sea adopted by the Third United Nations Conference on the Law of the Sea;

-- DESIRING also to avoid any discrimination among Parties in the implementation of this Agreement;

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[1] Done Dec. 10, 1982. A/CONF. 62/122, Oct. 7, 1982.

-- DESIRING further to insure that adequate areas containing polymetallic nodules remain available for operations by other states and entities in conformity with international law;

HAVE AGREED AS FOLLOWS:

1. The object of the present Agreement is to facilitate the identification and resolution of conflicts which may arise from the filing and processing of applications for authorizations made by Pre-Enactment Explorers (PEEs) on or before March 12, 1982 under legislation in respect of deep sea bed operations enacted by any of the Parties.

2. In the case of a conflict between the areas claimed in such applications, the Parties shall afford the applicants adequate opportunity, and shall encourage them, to resolve such conflict in a timely manner by voluntary procedures.

3. The Parties with whom applications for authorizations have been made by PEEs on or before March 12, 1982 shall follow the procedures set out in Part I of the Schedule hereto in respect of such applications.

4. The Parties shall consult together:

(a) with a view to coordinating and reviewing implementation of this Agreement;

(b) before issuing any authorization under their respective laws relating to deep sea bed operations;

(c) in regard to consideration of any arrangement to facilitate mutual recognitions of such authorizations, it being understood that any such arrangement shall not enter into force before January 1, 1983;

(d) before entering into any other bilateral or any multilateral arrangement between themselves or any arrangement with other States, with respect to deep sea bed operations.

5. In the event that any of the Parties with whom applications for authorizations have been made by PEEs on or before March 12, 1982 enter into an agreement for the mutual recognition of authorizations granted under their respective laws in respect of deep sea bed operations, the Parties concerned shall apply the procedures and impose the requirements set out in Part II of the Schedule hereto.

6. To the extent permissible under national law, a Party shall maintain the confidentiality of the coordinates of application areas and other proprietary or confidential commercial information received in confidence from any other Party in pursuance of cooperation under this Agreement in accordance with the principles set out in Part III of the Schedule hereto.

7. The Parties shall settle any dispute arising from the interpretation or application of this Agreement by appropriate means. The Parties to the dispute shall consider the possibility of recourse to binding arbitration and, if they agree, shall have recourse to it.

8. The Schedule hereto is an integral part of this Agreement and Part IV thereof shall apply for the interpretation of this Agreement.

9. The Parties shall not enter into any supplementary international agreement inconsistent with this Agreement.

10. This Agreement may be amended by written agreement of all the Parties.

11. This Agreement shall enter into force upon signature.

12. After entry into force of this Agreement, additional States may be invited to accede to this Agreement at any time with the consent of all Parties.

13. Any Party may denounce this Agreement on 30 days' notice to the Government of the United States of America, and in no case shall the denunciation have effect before January 3, 1983.

DONE at Washington this second day of September, 1982, in the English, German and French languages, all texts being equally authentic, in a single copy which shall be deposited in the archives of the Government of the United States of America, which will transmit a duly certified copy to each of the other signatory Governments.

THE SCHEDULE

PART I

APPLICATION PROCEDURES

FOR PRE-ENACTMENT EXPLORERS

1. Each Party as provided in paragraph 3 of the Agreement shall forthwith inform the other Parties of entities which have filed applications with it.

2. Any application filed on or before March 12, 1982 shall be deemed to be filed on that date.

3. Each Party shall with all dispatch determine whether:

   (a) each application filed with it fulfills its domestic requirements;

   (b) the applicant is a PEE with respect to the area applied for (an applicant filing on behalf of a PEE shall itself be deemed a PEE for that application);

   (c) the area is bounded by a continuous boundary;

   (d) the area is reasonably compact.

4. Each Party shall:

   (a) notify the other Parties of the results of the initial processing under paragraph 3 above;

   (b) with the other Parties establish the final list of applications to which this Agreement applies;

   (c) inform the other Parties whether the applicant has applied for the same area, or substantially the same area, to one or more other Parties;

   (d) if the applicant agrees, inform the other Parties of the coordinates of the area specified in any application filed with it;

(e) endeavor to determine the exact locations of any conflicts.

5. No Party shall issue any authorization before January 3, 1983.

6. Where it is informed of the relevant coordinates, each Party shall notify each of its applicants who is involved in a conflict that a conflict exists. Such notification shall include coordinates identifying the areas in conflict and the identity of each applicant with whom conflict has arisen.

7. Each Party shall ensure that domestic conflicts are resolved pursuant to its respective domestic requirements. Upon agreement of the applicants, domestic conflicts may be resolved in accordance with the international conflict resolution procedures specified in the Schedule. The Parties shall enter into consultations if it appears that the resolution of a domestic conflict might affect the international conflict resolution procedures, or vice versa.

8. (1) Each Party shall accept amendments to applications to which this Agreement applies only if they:

(a) pertain to areas with respect to which the applicant is a PEE (the area applied for in an amendment need not be adjacent to the area applied for in the original application); and

(b) are made in order to resolve an existing conflict with respect to that application.

(2) Each Party shall process any amendment filed pursuant to this paragraph in accordance with the procedures described in the foregoing provisions of this Part except that paragraphs 2, 3(c), 3(d), and 4(c) shall not apply to amendments.

(3) Amendments filed under paragraph 8 of the Schedule shall be eligible for mutual recognition in accordance with the terms of an agreement entered into by any of the Parties pursuant to paragraph 5 of the Agreement.

PART II

CONFLICT RESOLUTION

FOR PRE-ENACTMENT EXPLORERS

9. (1) Where there is an international conflict, the Parties shall use their good offices to assist the applicants to resolve the conflict by voluntary procedures.

(2) If, within six months from the entry into force of an agreement between the Parties referred to in paragraph 5 of the Agreement, notwithstanding the good offices of the Parties, all applicants involved in an international conflict have not resolved that conflict, or are not parties to a written agreement submitting the conflict to a specified binding conflict resolution procedure, the conflict shall be resolved by binding arbitration in accordance with Appendices 1 and 2 if a Party so elects.

(3) The procedures provided in the Appendices shall commence ten days after a Party notifies the other Party or Parties of the decision to elect arbitration.

PART III

PRINCIPLES OF CONFIDENTIALITY

10. In implementing the provisions of paragraph 6 of the Agreement, Parties shall apply the following principles:

(a) The confidentiality of the coordinates of application areas shall be maintained until any conflict involving such area is resolved and the relevant authorization is issued, except on the basis of a demonstrated need to know and adequate assurances that the confidentiality of the information shall be maintained by the recipient;

(b) The confidentiality of other proprietary or confidential commercial information shall be maintained in accordance with domestic law as long as such information retains its character as such.

PART IV

DEFINITIONS

11. In this Agreement:

(a) "activities" means the undertakings, commitments of resources, investigations, findings, research, engineering development, and other activities relevant to the identification, discovery, and systematic analysis and evaluation of polymetallic nodules and to the determination of the technical and economic feasibility of exploitation;

(b) "authorization" means any license, permit, or other authorization issued under the national law of a Party which authorizes the holder to engage in deep sea bed operations in a specified area or areas;

(c) "conflict" means the existence of more than one application or amendment covered by this Agreement submitted by different applicants:

(1) whether filed with the same Party or with more than one Party; and

(2) in which the deep sea bed areas applied for overlap in whole or part, to the extent of the overlap;

"international conflict" means a conflict arising from applications or amendments filed with more than one Party;

"domestic conflict" means any other conflict;

(d) a "pre-enactment explorer" ("PEE") is an entity which was engaged, prior to the earliest date of enactment of domestic legislation by any Party, in deep sea bed polymetallic nodule exploration by substantial surveying activity with respect to the area applied for; and

(e) "polymetallic nodules" means any deposit or accretion on or just below the surface of the deep sea bed consisting of nodules which contain manganese, nickel, cobalt, or copper.

APPENDIX 1

Arbitration Procedure

1. In this Appendix, "Party" means a Party to this Agreement which is also concerned in the arbitration, and "other Party" includes any such Party or Parties.

2. The parties presenting the case shall seek to agree in writing within sixty days after the expiry of the ten-day period provided by paragraph 9(3) of the Schedule on three arbitrators, or, if they agree to have only one arbitrator, on that one arbitrator.

3. Any Party may object to the choice of any arbitrator or arbitrators under paragraph 2, by written notice received by the other Party within thirty days after the expiry of the period provided by paragraph 2 above. Upon objection to any arbitrator by a Party, the other Party may, when three

arbitrators have been chosen under paragraph 2, object to either or both of the other arbitrators by written notice received by the other Party within fifteen days after the expiry of the period provided by the immediately preceding sentence.

4. If a Party objects to the choice of any arbitrator in accordance with paragraph 3 or if an arbitrator becomes unable to act, the parties presenting the case shall seek to agree on a replacement in writing within sixty days after receipt of the notice of objection or after the date when the arbitrator becomes unable to act.

If agreement is reached, a Party may object to the choice of a replacement by written notice received by the other Party within thirty days. If the parties presenting the case have not reached agreement, or if a Party objects to the choice of a replacement in accordance with this paragraph, the Secretary-General of the Permanent Court of Arbitration shall appoint a replacement without delay.

5. If the parties presenting the case fail to agree on three arbitrators (or an arbitrator) within the period provided by paragraph 2, three arbitrators shall, on request of a Party, be appointed without delay by the Secretary-General of the Permanent Court of Arbitration.

6. Any arbitrator appointed by the Secretary-General of the Permanent Court of Arbitration shall not be a citizen of a Party, shall have international standing and expertise,

and shall have personal characteristics which place him in a neutral position with respect to the subject of the dispute. The Secretary-General shall not be confined to any particular list of arbitrators in making this selection. Appointments by the Secretary-General shall not be open to challenge.

7. Insofar as any matter is not dealt with by Appendix 2 and other relevant provisions of this Agreement, the arbitrator or arbitrators shall, consistent with Appendix 2, be guided by the general principles of law as recognized by the Parties, which, where the case is presented by a Party or Parties means the general principles of public international law (lex lata) as recognized by the Parties.

8. The arbitrator or arbitrators shall decide where he or they shall sit and shall, in consultation with the parties presenting the case, adopt rules of procedure consistent with this Appendix.

9. The case will be presented by a Party or by its applicants involved in the conflict, at the option of the Party and each side of the case shall be represented as it sees fit.

10. A Party may intervene as of right.

11. An arbitrator may not abstain from voting on the award. If there are three arbitrators, their award shall be made by a majority vote.

12. The award of the arbitrator or arbitrators shall be rendered within one year from the date of the final appoint-

ment of the arbitrator or arbitrators unless all Parties or parties presenting the case otherwise agree or unless the arbitrator or arbitrators for good cause extend the deadline for the making of the award for one or more 30 day periods, in any case not to exceed 120 days.

The award shall be final and binding on the applicants involved in the conflict and on the Parties and shall be enforced by the Parties. The applicants involved in the conflict shall without delay file amendments to their applications consistent with the arbitral award. Within two months of the date of the award, a Party or any applicant represented in the arbitration may request an interpretation of the award. Such interpretation shall be provided within four months of the request.

13. The expense of the arbitration, including the remuneration of the arbitrators, shall be borne by the parties presenting the case. Unless the arbitrator or arbitrators determine otherwise because of the particular circumstances of the case, the parties presenting the case shall bear the expenses in equal shares.

14. If an applicant of a Party is involved in conflicts with two or more applicants of two or more States Parties to this Agreement, every effort shall be made to consolidate the arbitration proceedings.

APPENDIX 2

Principles for Resolution of Conflicts

1. In determining the issue as to which applicant involved in a conflict shall be awarded all or part of each area in conflict, the arbitral tribunal shall find a solution which is fair and equitable, having regard, with respect to each applicant involved in the conflict, to the following factors:

(a) the continuity and extent of activities relevant to each area in conflict and the application area of which it is a part;

(b) the date on which each applicant involved in the conflict or predecessor in interest or component organization thereof commenced activities at sea in the application area;

(c) the financial cost of activities relevant to each area in conflict and to the application area of which it is a part, measured in constant terms;

(d) the time when activities were carried out, and the quality of activities; and

(e) such additional factors as the arbitral tribunal determines to be relevant, but excluding a consideration of the future plans of work of the applicants involved in the conflict.

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2. When considering the factors specified in paragraph 1, the arbitral tribunal shall hear, and shall, except for purposes of apportionment pursuant to paragraph 3, limit its consideration to all evidence based on the activities specified in paragraph 1, which were conducted on or before January 1, 1982, provided, however, that an applicant must prove at-sea prospecting in the conflict area prior to June 28, 1980 as a pre-condition to presentation of further evidence to the arbitral tribunal regarding activities in the conflict area.

3. In making its determination, the arbitral tribunal may award the entire area in conflict to one applicant involved in the conflict, or the arbitral tribunal may apportion the area among any or all of the applicants involved in the conflict. If, after applying the provisions of paragraph 1 of this Appendix, the arbitral tribunal determines the area in conflict should be apportioned, then the arbitral tribunal shall, to the maximum extent practicable consistent with its application of those provisions, apportion the area in a manner designed to satisfy the plan of work set forth in the application of each applicant which is awarded part of the area.

ACCORD SUR LES ARRANGEMENTS PROVISOIRES RELATIFS AUX NODULES POLYMETALLIQUES DES GRANDS FONDS MARINS

LES PARTIES AU PRESENT ACCORD :

__ EU égard aux investissements réalisés dans les activités d'exploration, de recherche et les autres activités pionnières relatives aux nodules polymétalliques des grands fonds marins ;

__ NOTANT l'adoption par la Troisième Conférence des Nations Unies sur le Droit de la Mer d'une Convention sur le Droit de la Mer et d'une Résolution sur les investissements préparatoires dans des activités préliminaires relatives aux nodules polymétalliques avant l'entrée en vigueur de la Convention sur le Droit de la Mer, et la disposition de cette Résolution concernant la solution des litiges entre les investisseurs pionniers ;

__ RAPPELANT le caractère provisoire des législations relatives aux opérations sur les grands fonds marins promulguées par certaines Parties ;

__ DESIREUSES de prendre des dispositions appropriées afin d'éviter les chevauchements dans les zones revendiquées pour de futures activités préliminaires sur les grands fonds marins et de faire en sorte qu'au cours de la période intérimaire ces activités soient conduites de manière ordonnée et pacifique ;

__ SOULIGNANT que le présent Accord ne préjuge en rien les décisions des Parties en ce qui concerne la Convention sur le Droit de la Mer adoptée par la Troisième Conférence des Nations Unies sur le Droit de la Mer ;

__ DESIREUSES en outre d'éviter toute discrimination entre les Parties dans la mise en oeuvre du présent Accord ;

__ DESIREUSES de plus de veiller à ce que des zones adéquates contenant des nodules polymétalliques restent disponibles pour des opérations menées par d'autres Etats et entités conformément au droit international ;

SONT CONVENUES DE CE QUI SUIT :

1. L'objet du présent Accord est de faciliter l'identification et la solution des litiges qui peuvent naître du dépôt et de l'instruction des demandes d'autorisation présentées par les Opérateurs Ante Legem au plus tard le 12 Mars 1982 en vertu de la législation relative aux opérations sur les grands fonds marins promulguée par l'une quelconque des Parties.

2. En cas de litige entre les zones revendiquées dans ces demandes, les Parties offriront aux demandeurs des possibilités adéquates afin de résoudre ce litige en temps opportun par des procédures amiables et les encourageront à en user.

3. Les Parties auprès desquelles les Opérateurs Ante Legem ont déposé des demandes d'autorisation au plus tard le 12 Mars 1982 suivront la procédure énoncée dans la 1ère Partie de l'Annexe au présent Accord en ce qui concerne lesdites demandes.

4. Les Parties se consulteront :

(a) en vue de coordonner et de suivre l'application du présent Accord ;

(b) avant de délivrer toute autorisation en vertu de leurs législations respectives concernant les opérations sur les grands fonds marins ;

(c) en ce qui concerne tout arrangement envisagé pour faciliter la reconnaissance mutuelle de ces autorisations, étant entendu qu'aucun arrangement de ce type n'entrera en vigueur avant le 1er Janvier 1983 ;

(d) avant de conclure entre elles tout autre arrangement bilatéral ou tout arrangement multilatéral ou de conclure tout arrangement avec d'autres Etats, relatifs aux opérations sur les grands fonds marins.

5. Si l'une des Parties auprès de laquelle des Opérateurs Ante Legem ont déposé des demandes d'autorisation au plus tard le 12 Mars 1982 conclut un accord pour la reconnaissance mutuelle des autorisations accordées en vertu des législations respectives concernant les opérations sur les grands fonds marins, les Parties intéressées appliqueront les procédures et imposeront les conditions prévues dans la 2ème Partie de l'Annexe au présent Accord.

6. Dans toute la mesure compatible avec sa législation nationale, chaque Partie préservera le caractère confidentiel des coordonnées des zones

faisant l'objet des demandes et des autres informations commerciales exclusives ou confidentielles communiquées à titre confidentiel par toute autre Partie dans le cadre de la coopération en vertu du présent Accord conformément aux principes énoncés dans la 3ème Partie de l'Annexe audit Accord.

7. Les Parties règleront tout différend né de l'interprétation ou de l'application du présent Accord par les moyens appropriés. Les Parties au différend examineront la possibilité de recourir à un arbitrage obligatoire et, si elles en conviennent, elles y auront recours.

8. L'Annexe au présent Accord fait partie intégrante dudit Accord et sa quatrième partie sera applicable pour l'interprétation de celui-ci.

9. Les Parties ne concluront aucun Accord international complémentaire incompatible avec le présent Accord.

10. Le présent Accord peut être modifié par accord écrit de toutes les Parties.

11. Le présent Accord entrera en vigueur à la date de la signature.

12. Après l'entrée en vigueur du présent Accord, d'autres Etats peuvent être invités à y adhérer à tout moment avec le consentement de toutes les Parties.

13. Toute Partie peut dénoncer le présent Accord moyennant un préavis de 30 jours adressé au Gouvernement des Etats-Unis d'Amérique, la dénonciation ne pouvant en aucun cas prendre effet avant le 3 Janvier 1983.

FAIT à Washington le deux septembre 1982
en langues française, allemande et anglaise, chaque texte faisant également foi, en un exemplaire unique qui sera déposé dans les archives du Gouvernement des Etats-Unis d'Amérique, lequel en transmettra une copie certifiée conforme à chacun des autres Gouvernements signataires.

ANNEXE

1ère PARTIE

PROCEDURES RELATIVES AUX DEMANDES DE PERMIS DES OPERATEURS ANTE LEGEM

1. Conformément au paragraphe 3 de l'Accord, chaque Partie fera connaître immédiatement aux autres Parties les entités qui ont déposé des demandes auprès d'elle.

2. Toute demande déposée au plus tard le 12 Mars 1982 sera réputée avoir été déposée à cette date.

3. Chaque Partie établira avec la plus grande diligence si :
   (a) toute demande déposée auprès d'elle remplit les conditions imposées au niveau national ;
   (b) le demandeur est un Opérateur Ante Legem pour la zone faisant l'objet de la demande (un demandeur déposant une demande pour le compte d'un Opérateur Ante Legem sera lui-même réputé être en ce qui concerne cette demande un Opérateur Ante Legem) ;
   (c) la zone est délimitée par une ligne continue ;
   (d) la zone est raisonnablement compacte.

4. Chaque Partie :
   (a) notifiera aux autres Parties les résultats de l'examen préalable de la demande en vertu du paragraphe 3 ci-dessus ;
   (b) établira avec les autres Parties la liste définitive des demandes auxquelles s'applique le présent Accord ;
   (c) fera connaître aux autres Parties si le demandeur a déposé une demande pour la même zone, ou une zone sensiblement identique, auprès d'une ou plusieurs autres Parties ;

(d) si le demandeur y consent, informera les autres Parties des coordonnées de la zone indiquée dans la demande qui a été déposée auprès d'elle ;

(e) s'efforcera de localiser avec précision les zones litigieuses.

5. Aucune Partie ne délivrera d'autorisation avant le 3 Janvier 1983.

6. Une fois informée des coordonnées pertinentes, chaque Partie notifiera à chacun de ses demandeurs impliqués dans un litige l'existence de ce litige. Cette notification indiquera les coordonnées définissant les zones litigieuses et l'identité de chaque demandeur partie au litige.

7. Chaque Partie veillera à ce que les litiges internes soient résolus en conformité avec sa législation nationale. Lorsque les demandeurs y consentiront, les litiges internes pourront être résolus conformément aux procédures de solution des litiges internationaux prévues à la présente Annexe. Les Parties devront engager des consultations s'il apparaît que la solution d'un litige interne pourrait avoir une incidence sur les procédures de solution des litiges internationaux, ou vice versa.

8. (1) Chacune des Parties n'acceptera d'amendements aux demandes auxquelles s'applique le présent Accord que si :

(a) ils concernent des zones pour lesquelles le demandeur est un Opérateur Ante Legem (la zone faisant l'objet d'un amendement ne doit pas nécessairement être contiguë à la zone faisant l'objet de la demande initiale) ; et

(b) ils sont faits afin de régler un litige en cours relatif à cette demande.

(2) Chaque Partie examinera tout amendement déposé en vertu du présent paragraphe conformément aux procédures indiquées dans les dispositions précédentes de la présente Partie, à l'exception des paragraphes 2, 3(c), 3(d) et 4(c) qui ne s'appliqueront pas aux amendements.

(3) Les amendements ainsi déposés feront l'objet d'une reconnaissance mutuelle conformément aux termes des accords conclus par les Parties en vertu du paragraphe 5 de l'Accord.

IIème PARTIE

SOLUTION DES LITIGES
POUR LES OPERATEURS ANTE LEGEM

9. (1) Dans le cas d'un litige international, les Parties useront de leurs bons offices afin d'aider les demandeurs à régler le litige par des procédures amiables.

(2) Si dans un délai de six mois après l'entrée en vigueur d'un accord entre les Parties tel que prévu au paragraphe 5 de l'Accord en dépit des bons offices des Parties, tous les demandeurs impliqués dans un litige international n'ont pas résolu ce litige, ou ne sont pas parties à un accord écrit soumettant le litige à une procédure particulière de solution obligatoire, le litige sera réglé par un arbitrage obligatoire conformément aux Appendices 1 et 2 si une Partie en décide ainsi.

(3) Les procédures prévues dans les Appendices commenceront dix jours après la date à laquelle une Partie notifiera à l'autre ou aux autres Parties sa décision de recourir à l'arbitrage.

IIIème PARTIE

PRINCIPES DE CONFIDENTIALITE

10. Lors de la mise en oeuvre des dispositions du paragraphe 6 de l'Accord, les Parties appliqueront les principes suivants :

(a) Le caractère confidentiel des coordonnées de toute zone faisant l'objet d'une demande sera préservé jusqu'à la solution de tout litige concernant cette zone et jusqu'à la délivrance de l'autorisation correspondante, sauf besoin démontré d'en connaître et assurance adéquate de la part de celui à qui ces informations sont communiquées quant au maintien de leur caractère confidentiel.

(b) Le caractère confidentiel des autres informations commerciales exclusives ou confidentielles sera préservé conformément au droit national tant que ces informations demeureront telles.

IVème PARTIE

DEFINITIONS

11. Dans le présent Accord :

(a) le terme "activités" désigne les opérations, engagements de ressources, investigations, découvertes, recherches, études d'ingénierie et autres activités concernant l'identification, la découverte, l'analyse et l'évaluation systématiques de nodules polymétalliques ainsi que la détermination des possibilités techniques et économiques d'exploitation ;

(b) le terme "autorisation" désigne toute licence, tout permis ou toute autre autorisation délivrés en vertu de la législation nationale d'une Partie, qui autorise le titulaire à s'engager dans des opérations dans une ou des zones déterminées des grands fonds marins ;

(c) le terme "litige" désigne l'existence de plus d'une demande ou de plus d'un amendement régis par le présent Accord et déposés par des demandeurs différents :

(1) auprès de la même Partie ou auprès de deux ou plusieurs Parties ; et

(2) dans lesquelles les zones de grands fonds marins faisant l'objet de la demande se recouvrent en totalité ou en partie, le litige portant sur la zone de recouvrement.

L'expression "litige international" désigne un litige résultant de demandes ou d'amendements déposés auprès de deux ou plusieurs Parties ;

L'expression "litige interne" désigne tout autre litige.

(d) l'expression Opérateur Ante Legem désigne une entité qui, avant la date de la première promulgation d'une législation nationale par une Partie quelconque à l'Accord, était engagée dans l'exploration de nodules polymétalliques des grands fonds marins en raison d'une activité de prospection importante relative à la zone objet de la demande ;

(e) l'expression "nodules polymétalliques" désigne tout dépôt ou toute concrétion sur la surface ou juste sous la surface des grands fonds marins, consistant en nodules qui contiennent du manganèse, du nickel, du cobalt ou du cuivre.

APPENDICE 1

Procédure d'arbitrage

1. Dans le présent Appendice, le terme "Partie" signifie une Partie au présent Accord qui est également concernée par l'arbitrage et les mots "autre Partie" peuvent désigner une ou plusieurs Parties.

2. Les Parties soumettant l'affaire s'efforceront de convenir par écrit, dans les soixante jours suivant l'expiration de la période de dix jours prévue au paragraphe 9 (3) de l'Annexe, du choix de trois arbitres ou, si elles conviennent de n'avoir qu'un arbitre, du choix de cet arbitre.

3. Toute Partie peut récuser un ou plusieurs arbitres choisis conformément au paragraphe 2, par notification écrite qui doit parvenir à l'autre Partie dans les trente jours suivant l'expiration de la période prévue au paragraphe 2 ci-dessus. En cas de récusation d'un arbitre par une Partie, l'autre Partie peut, lorsque trois arbitres ont été choisis conformément au paragraphe 2, récuser l'un des deux autres arbitres ou les deux par notification écrite qui doit parvenir à l'autre Partie dans les quinze jours suivant l'expiration de la période prévue par la phrase immédiatement précédente.

4. Si une Partie récuse le choix d'un arbitre conformément au paragraphe 3 ou si un arbitre est empêché, les Parties soumettant l'affaire s'efforceront de convenir d'un remplaçant par écrit dans les soixante jours suivant réception de la récusation ou la date d'empêchement de l'arbitre.

En cas d'accord, toute Partie peut récuser le choix d'un remplaçant par notification écrite reçue par l'autre Partie dans les trente jours. Si les Parties soumettant l'affaire ne sont pas parvenues à un accord ou si une Partie récuse le choix d'un remplaçant conformément au présent paragraphe, le Secrétaire général de la Cour permanente d'arbitrage nommera un remplaçant sans retard.

5. Si les Parties soumettant l'affaire ne parviennent pas à un accord sur le choix de trois arbitres (ou d'un arbitre) dans le délai prévu au paragraphe 2, trois arbitres seront nommés sans retard à la demande de l'une des Parties par le Secrétaire général de la Cour permanente d'arbitrage.

6. Un arbitre nommé par le Secrétaire général de la Cour permanente d'arbitrage devra n'être ressortissant d'aucune des Parties, être une personnalité de compétence technique et de réputation internationales et avoir un profil personnel qui le place dans une position de neutralité par rapport à l'objet du différend. Dans le choix des arbitres, le Secrétaire général ne sera pas obligé de s'en tenir à une liste particulière d'arbitres. Les nominations faites par le Secrétaire général ne pourront pas faire l'objet de contestation.

7. Dans la mesure où une question n'est pas réglée par l'Appendice 2 et par d'autres dispositions pertinentes du présent Accord, l'arbitre ou les arbitres s'inspireront de manière compatible avec l'Appendice 2 des principes généraux du droit reconnus par les Parties ; ce qui, lorsque l'affaire est présentée par une Partie ou par des Parties, signifie les principes généraux du droit international public (droit positif) reconnu par les Parties.

8. Le ou les arbitres fixeront le lieu où ils siègeront et adopteront, en consultation avec les Parties soumettant l'affaire, des règles de procédure compatibles avec le présent Appendice.

9. L'affaire sera soumise par une Partie ou par ses demandeurs impliqués dans le litige, au choix de la Partie, et chaque requérant sera représenté comme il l'entend.

10. Toute Partie pourra intervenir de plein droit.

11. Un arbitre ne doit pas s'abstenir lors du vote de la sentence. S'il y a trois arbitres, leur sentence sera prononcée par un vote majoritaire.

12. La sentence de l'arbitre ou des arbitres sera rendue dans un délai d'un an à compter de la date de la nomination définitive de l'arbitre ou des arbitres sauf si toutes les Parties ou parties soumettant l'affaire en décident autrement ou si l'arbitre ou les arbitres prolongent pour un motif valable ce délai d'une ou de plusieurs périodes de 30 jours sans que la durée totale de cette prolongation puisse en aucun cas excéder 120 jours.

La sentence sera définitive et obligera les demandeurs impliqués dans le litige ainsi que les Parties, et elle sera appliquée par les Parties. Les demandeurs impliqués dans le litige déposeront sans retard des amendements à leurs demandes compatibles avec la sentence arbitrale. Dans un délai de deux mois à compter de la date de la sentence, une Partie ou tout demandeur représenté dans l'arbitrage peut demander l'interprétation de la sentence. Cette interprétation sera fournie dans un délai de quatre mois à compter de la demande.

13. Les frais d'arbitrage, y compris la rémunération des arbitres, seront à la charge des parties soumettant l'affaire. A moins que le ou les arbitres en disposent différemment du fait des circonstances particulières de l'affaire, les parties soumettant l'affaire supporteront les frais à part égales.

14. Si un demandeur d'une Partie est impliqué dans un litige avec deux ou plusieurs demandeurs de deux ou plusieurs Etats, Parties au présent Accord, tous les efforts possibles seront faits en vue de fusionner les procédures arbitrales.

APPENDICE 2

Principes de solution des litiges

1. Pour déterminer à quel demandeur impliqué dans un litige sera attribué tout ou partie de chaque zone litigieuse, le tribunal arbitral trouvera une solution juste et équitable qui tienne compte en ce qui concerne chacun des demandeurs impliqués dans le litige des facteurs suivants :

(a) la continuité et l'importance des activités se rapportant à chaque zone litigieuse et à la zone objet de la demande dont elle fait partie ;

(b) la date à laquelle chaque demandeur impliqué dans le litige, ou son prédécesseur en droit, ou l'un des organismes qui le composent, a commencé des activités en mer dans la zone faisant l'objet de la demande ;

(c) le coût financier des activités se rapportant à chaque zone litigieuse et à la zone objet de la demande dont elle fait partie, coût mesuré en termes constants ;

(d) la période d'exécution des activités et leur qualité ; et

(e) tels facteurs complémentaires que le tribunal arbitral jugera pertinents, à l'exclusion cependant de la prise en considération des plans de travail futurs des demandeurs impliqués dans le litige.

2. Dans l'examen des facteurs spécifiés au paragraphe 1, le tribunal arbitral entendra et, sauf aux fins de partage conformément au paragraphe 3, se bornera à prendre en considération tous les éléments de preuve fondés sur les activités spécifiées au paragraphe 1, qui ont été exécutées au plus tard au 1er janvier 1982, étant entendu toutefois qu'un demandeur doit apporter

la preuve d'activités de prospection en mer dans la zone objet du litige avant le 28 juin 1980 comme condition préalable à la présentation devant le tribunal arbitral de compléments de preuve concernant des activités dans la zone litigieuse.

3. Dans sa sentence, le tribunal arbitral peut attribuer l'ensemble de la zone litigieuse à l'un des demandeurs impliqués dans le litige ou partager la zone entre plusieurs d'entre eux ou entre eux tous. Si, après application des dispositions du paragraphe 1 du présent Appendice, le tribunal arbitral décide que la zone litigieuse doit être partagée, il partagera la zone, dans toute la mesure compatible avec l'application de ces dispositions, de façon à permettre l'exécution du plan de travail exposé dans la demande de chacun des demandeurs auquel est attribuée une partie de la zone.

ÜBEREINKOMMEN ÜBER VORLÄUFIGE REGELUNGEN FÜR POLYMETALLISCHE KNOLLEN DES TIEFSEEBODENS

DIE VERTRAGSPARTEIEN DIESES ÜBEREINKOMMENS -

- IM HINBLICK auf die Investitionen, die für Aufsuchung, Erforschung und sonstige Pioniertätigkeiten in bezug auf die polymetallischen Knollen des Tiefseebodens vorgenommen worden sind,

- IN ANBETRACHT dessen, daß die Dritte Seerechtskonferenz der Vereinten Nationen ein Seerechtsübereinkommen und eine Entschließung über vorbereitende Investitionen für Pioniertätigkeiten in bezug auf polymetallische Knollen noch vor Inkrafttreten des Seerechtsübereinkommens angenommen hat, sowie in Anbetracht der Bestimmung jener Entschließung über die Lösung von Konflikten zwischen Pionierinvestoren,

- EINGEDENK des vorläufigen Charakters der von bestimmten Vertragsparteien erlassenen Rechtsvorschriften über Unternehmungen auf dem Tiefseeboden,

- IN DEM WUNSCH, angemessene Vorkehrungen zu treffen, um Überschneidungen der für künftige Pioniertätigkeiten auf dem Tiefseeboden beanspruchten Felder zu vermeiden, und sicherzustellen, daß während der Übergangszeit diese Tätigkeiten in geordneter und friedlicher Weise durchgeführt werden,

- NACHDRÜCKLICH BETONEND, daß dieses Übereinkommen die Beschlüsse der Vertragsparteien betreffend das von der Dritten Seerechtskonferenz der Vereinten Nationen angenommene Seerechtsübereinkommen nicht berührt,

- sowie IN DEM WUNSCH, bei der Durchführung dieses Übereinkommens Diskriminierungen unter den Vertragsparteien zu vermeiden,

- und IN DEM WUNSCH, sicherzustellen, daß ausreichende Felder, die polymetallische Knollen enthalten, für Unternehmungen durch andere Staaten und Rechtsträger im Einklang mit dem Völkerrecht verfügbar bleiben -

SIND WIE FOLGT ÜBEREINGEKOMMEN:

(1) Ziel dieses Übereinkommens ist es, die Feststellung und Lösung etwaiger Konflikte im Zusammenhang mit dem Einreichen und der Bearbeitung von Berechtigungsanträgen zu erleichtern, die bis zum 12. März 1982 von Pionierunternehmern aufgrund der von einer der Vertragsparteien erlassenen Rechtsvorschriften über Unternehmungen auf dem Tiefseeboden gestellt worden sind.

(2) Im Fall eines Konflikts in bezug auf die in diesen Anträgen beanspruchten Felder geben die Vertragsparteien den Antragstellern ausreichende Gelegenheit und ermutigen sie, den Konflikt in angemessener Zeit durch freiwillig vereinbarte Verfahren zu lösen.

(3) Vertragsparteien, bei denen bis zum 12. März 1982 von Pionierunternehmern Berechtigungsanträge gestellt worden sind, gehen bei diesen Anträgen nach den in Teil I der Anlage zu diesem Übereinkommen festgelegten Verfahren vor.

(4) Die Vertragsparteien konsultieren einander

a) zu dem Zweck, die Durchführung dieses Übereinkommens zu koordinieren und zu überprüfen;

b) vor Erteilung einer Berechtigung aufgrund ihrer jeweiligen Rechtsvorschriften über Unternehmungen auf dem Tiefseeboden;

c) hinsichtlich der Prüfung einer etwaigen Übereinkunft zur Erleichterung der gegenseitigen Aner-

kennung der Berechtigungen, wobei davon ausgegangen wird, daß eine derartige Übereinkunft nicht vor dem 1. Januar 1983 in Kraft tritt;

d) vor Abschluß einer sonstigen zweiseitigen oder mehrseitigen Übereinkunft zwischen ihnen oder mit anderen Staaten über Unternehmungen auf dem Tiefseeboden.

(5) Schließen Vertragsparteien, bei denen bis zum 12. März 1982 Berechtigungsanträge von Pionierunternehmern gestellt worden sind, eine Übereinkunft zur gegenseitigen Anerkennung von Berechtigungen, die aufgrund ihrer jeweiligen Rechtsvorschriften über Unternehmungen auf dem Tiefseeboden erteilt worden sind, so wenden die betreffenden Vertragsparteien die in Teil II der Anlage zu diesem Übereinkommen festgelegten Verfahren an und stellen die darin enthaltenen Anforderungen.

(6) Soweit es nach innerstaatlichem Recht zulässig ist, wahrt eine Vertragspartei entsprechend den in Teil III der Anlage zu dem Übereinkommen niedergelegten Grundsätzen die Vertraulichkeit der Koordinaten der Antragsfelder sowie sonstiger Geschäfts- oder Betriebsgeheimnisse, die sie von einer anderen Vertragspartei im Rahmen der Zusammenarbeit aufgrund dieses Übereinkommens vertraulich erhalten hat.

(7) Die Vertragsparteien legen alle sich aus der Auslegung oder Anwendung dieses Übereinkommens ergebenden Streitigkeiten durch geeignete Mittel bei. Die im Streit befindlichen Vertragsparteien prüfen die Möglichkeit der Inanspruchnahme eines verbindlichen Schiedsverfahrens und wenden dieses an, wenn sie sich darauf einigen.

(8) Die Anlage zu diesem Übereinkommen ist Bestandteil desselben; ihr Teil IV gilt für die Auslegung des Übereinkommens.

(9) Die Vertragsparteien dürfen keine zusätzlichen internationalen Übereinkünfte schließen, die mit diesem Übereinkommen unvereinbar sind.

(10) Dieses Übereinkommen kann durch schriftliches Einvernehmen aller Vertragsparteien geändert werden.

(11) Dieses Übereinkommen tritt mit seiner Unterzeichnung in Kraft.

(12) Nach Inkrafttreten dieses Übereinkommens können jederzeit mit Zustimmung aller Vertragsparteien weitere Staaten eingeladen werden, dem Übereinkommen beizutreten.

(13) Jede Vertragspartei kann dieses Übereinkommen unter Einhaltung einer Frist von 30 Tagen gegenüber der Regierung der Vereinigten Staaten von Amerika kündigen; die Kündigung wird keinesfalls vor dem 3. Januar 1983 wirksam.

GESCHEHEN zu Washington am 2. September 1982 in deutscher, englischer und französischer Sprache, wobei jeder Wortlaut gleichermaßen verbindlich ist, in einer Urschrift, die im Archiv der Regierung der Vereinigten Staaten von Amerika hinterlegt wird; diese übermittelt jeder anderen Unterzeichnerregierung eine ordnungsgemäß beglaubigte Abschrift.

ANLAGE

TEIL I

ANTRAGSVERFAHREN FÜR PIONIERUNTERNEHMER

(1) Jede Vertragspartei nach Absatz 3 des Übereinkommens teilt den anderen Vertragsparteien umgehend mit, welche Rechtsträger bei ihr Anträge eingereicht haben.

(2) Jeder bis zum 12. März 1982 eingereichte Antrag gilt als an diesem Tag eingereicht.

(3) Jede Vertragspartei stellt mit gebotener Eile fest,

a) ob jeder bei ihr eingereichte Antrag ihre innerstaatlichen Vorschriften erfüllt;

b) ob der Antragsteller hinsichtlich des beantragten Feldes ein Pionierunternehmer ist (ein Antragsteller, der im Namen eines Pionierunternehmers einen Antrag einreicht, gilt für diesen Antrag selbst als Pionierunternehmer);

c) ob das Feld durch eine ununterbrochene Begrenzungslinie eingegrenzt ist;

d) ob das Feld eine angemessen geschlossene Form aufweist.

(4) Jede Vertragspartei

a) notifiziert den anderen Vertragsparteien die Ergebnisse des Eingangsverfahrens nach Absatz 3;

b) stellt mit den anderen Vertragsparteien das endgültige Verzeichnis der Anträge auf, auf die sich dieses Übereinkommen bezieht;

(c) teilt den anderen Vertragsparteien mit, ob der Antragsteller dasselbe Feld oder im wesentlichen dasselbe Feld bei einer oder mehreren anderen Vertragsparteien beantragt hat;

d) teilt mit Zustimmung des Antragstellers den anderen Vertragsparteien die Koordinaten des Feldes mit, das in einem bei ihr eingereichten Antrag festgelegt ist;

e) bemüht sich, jeden Konflikt örtlich genau zu bestimmen.

(5) Die Vertragsparteien erteilen vor dem 3. Januar 1983 keine Berechtigung.

(6) Nachdem eine Vertragspartei von den betreffenden Koordinaten Kenntnis erlangt hat, teilt sie jedem ihrer Antragsteller, der an einem Konflikt beteiligt ist, das Bestehen eines Konflikts mit. In der Mitteilung sind die Koordinaten anzugeben, welche die vom Konflikt betroffenen Felder kennzeichnen, sowie die Identität jedes Antragstellers, mit dem sich ein Konflikt ergeben hat.

(7) Jede Vertragspartei stellt sicher, daß interne Konflikte nach ihren jeweiligen innerstaatlichen Vorschriften gelöst werden. Mit Zustimmung der Antragsteller können interne Konflikte nach den in dieser Anlage bezeichneten internationalen Konfliktlösungsverfahren gelöst werden. Die Vertragsparteien nehmen Konsultationen auf, wenn es den Anschein hat, daß sich die Lösung eines internen Konflikts und die internationalen Konfliktlösungsverfahren gegenseitig beeinflussen können.

(8) 1. Die Vertragsparteien nehmen Änderungen von Anträgen, auf die sich dieses Übereinkommen bezieht, nur an,

a) wenn sie sich auf Felder beziehen, hinsichtlich deren der Antragsteller ein Pionierunternehmer ist (das in der Änderung beantragte Feld braucht nicht an das im ursprünglichen Antrag beantragte Feld anzugrenzen), und

b) wenn sie vorgenommen werden, um einen bestehenden Konflikt in bezug auf den betreffenden Antrag zu lösen.

2. Jede Vertragspartei behandelt die gemäß diesem Absatz eingereichten Änderungen nach Maßgabe der in den vorstehenden Bestimmungen dieses Teiles beschriebenen Verfahren; die Absätze 2, 3 Buchstaben c und d sowie 4 Buchstabe c finden jedoch auf Änderungen keine Anwendung.

3. Nach diesem Absatz eingereichte Änderungen können entsprechend den Bestimmungen einer Übereinkunft, die von Vertragsparteien nach Absatz 5 des Übereinkommens geschlossen wurde, gegenseitig anerkannt werden.

TEIL II

KONFLIKTLÖSUNG FÜR PIONIERUNTERNEHMER

(9) 1. Im Fall eines internationalen Konflikts bieten die Vertragsparteien ihre guten Dienste an, um den Antragstellern zu helfen, den Konflikt durch freiwillig vereinbarte Verfahren zu lösen.

2. Falls innerhalb von sechs Monaten nach Inkrafttreten einer Übereinkunft zwischen den Vertragsparteien im Sinne des Absatzes 5 des Übereinkommens trotz der guten Dienste der Vertragsparteien alle an einem internationalen Konflikt beteiligten Antragsteller den Konflikt nicht gelöst haben und nicht Parteien einer schriftlichen Einigung über die Unterwerfung des Konflikts unter ein bestimmtes verbindliches Konfliktlösungsverfahren sind, wird der Konflikt durch ein verbindliches Schiedsverfahren nach den Anhängen 1 und 2 gelöst, wenn eine Vertragspartei dies beantragt.

3. Die in den Anhängen vorgesehenen Verfahren beginnen zehn Tage nach dem Zeitpunkt, in dem eine Vertragspartei der anderen Vertragspartei oder den anderen Vertragsparteien ihren Beschluß zur Inanspruchnahme eines Schiedsverfahrens notifiziert hat.

TEIL III

GRUNDSÄTZE DER VERTRAULICHKEIT

(10) Bei Durchführung der Bestimmungen des Absatzes 6 des Übereinkommens wenden die Vertragsparteien folgende Grundsätze an:

a) Die Vertraulichkeit der Koordinaten der Antragsfelder wird so lange gewahrt, bis ein Konflikt, von dem ein solches Feld betroffen ist, gelöst und die entsprechende Berechtigung erteilt wird, sofern nicht nachgewiesene zwingende Interessen an einer Kenntnisnahme und hinreichende Zusicherungen vorliegen, daß die Vertraulichkeit der Information vom Empfänger gewahrt wird;

b) die Vertraulichkeit sonstiger Geschäfts- und Betriebsgeheimnisse wird im Einklang mit dem innerstaatlichen Recht so lange gewahrt, wie die mitgeteilten Informationen diese Eigenschaft behalten.

)

TEIL IV

BEGRIFFSBESTIMMUNGEN

(11) In diesem Übereinkommen

a) bedeutet "Tätigkeiten" Arbeiten, Einsatz von Mitteln, Untersuchungen, Feststellungen, Forschung, technische Planung sowie sonstige Tätigkeiten, die sich auf Erkennung, Auffinden, systematische Auswertung und Bewertung polymetallischer Knollen sowie auf die Feststellung der technischen und wirtschaftlichen Möglichkeit einer Gewinnung beziehen;

b) bedeutet "Berechtigung" jede nach den innerstaatlichen Rechtsvorschriften einer Vertragspartei erteilte Erlaubnis, Bewilligung oder sonstige Berechtigung, die den Inhaber berechtigt, Unternehmungen auf dem Tiefseeboden in einem oder mehreren festgelegten Feldern zu betreiben;

c) bedeutet "Konflikt" das Vorliegen mehrerer von verschiedenen Antragstellern im Rahmen dieses Übereinkommens eingereichter Anträge oder Antragsänderungen,

1. die bei einer Vertragspartei oder bei mehreren Vertragsparteien eingereicht werden und

2. bei denen sich die beantragten Tiefseebodenfelder ganz oder teilweise überschneiden, für den sich überschneidenden Teil;

bedeutet "internationaler Konflikt" einen Konflikt, der sich aus Anträgen oder Antragsänderungen ergibt, die bei mehreren Vertragsparteien eingereicht werden;

bedeutet "interner Konflikt" jeden sonstigen Konflikt;

d) ist ein "Pionierunternehmen" ein Rechtsträger, der vor dem Zeitpunkt des Erlasses der ersten innerstaatlichen Rechtsvorschriften einer Vertragspartei Aufsuchung polymetallischer Knollen des Tiefseebodens mit erheblichen Prospektionstätigkeiten in bezug auf das beantragte Feld betrieben hat, und

e) bedeutet "polymetallische Knollen" jede Ablagerung oder Ansammlung auf oder unmittelbar unter der Oberfläche des Tiefseebodens, die aus Mangan, Nickel, Kobalt oder Kupfer enthaltenden Knollen besteht.

ANHANG 1

Schiedsverfahren

(1) In diesem Anhang bedeutet "Vertragspartei" eine Vertragspartei dieses Übereinkommens, die auch an dem Schiedsverfahren beteiligt ist, und umfaßt "andere Vertragspartei" eine solche Vertragspartei oder solche Vertragsparteien.

(2) Die Parteien, die den Streitfall vorbringen, sind bestrebt, sich binnen sechzig Tagen nach Ablauf der in Absatz 9 Nummer 3 der Anlage vorgesehenen Frist von zehn Tagen schriftlich auf drei Schiedsrichter oder, falls sie übereinkommen, nur einen Schiedsrichter zu benennen, auf diesen einen Schiedsrichter zu einigen.

(3) Jede Vertragspartei kann gegen die nach Absatz 2 erfolgte Wahl eines oder mehrerer Schiedsrichter durch schriftliche Anzeige, die bei der anderen Vertragspartei binnen dreißig Tagen nach Ablauf der in Absatz 2 vorgesehenen Frist eingehen muß, Einspruch erheben. Bei Einspruch einer Vertragspartei gegen einen Schiedsrichter kann die andere Vertragspartei, wenn drei Schiedsrichter nach Absatz 2 gewählt worden sind, gegen einen der anderen Schiedsrichter oder gegen beide durch schriftliche Anzeige, die bei der anderen Vertragspartei binnen fünfzehn Tagen nach Ablauf der in Satz 1 vorgesehenen Frist eingehen muß, Einspruch erheben.

(4) Erhebt eine Vertragspartei gegen die Wahl eines Schiedsrichters nach Absatz 3 Einspruch oder wird ein Schiedsrichter handlungsunfähig, so sind die Parteien, die den Streitfall vorbringen, bestrebt, sich binnen sechzig Tagen nach Eingang des schriftlichen Einspruchs oder nach dem Zeitpunkt, in dem der Schiedsrichter handlungsunfähig wird, schriftlich auf einen Ersatzschiedsrichter zu einigen.

Wird eine Einigung erzielt, so kann eine Vertragspartei

gegen die Wahl des Ersatzschiedsrichters durch schriftliche Anzeige, die bei der anderen Vertragspartei binnen dreißig Tagen eingehen muß, Einspruch erheben. Haben die Parteien, die den Streitfall vorbringen, keine Einigung erzielt oder erhebt eine Vertragspartei gegen die Wahl eines Ersatzschiedsrichters nach diesem Absatz Einspruch, so ernennt der Generalsekretär des Ständigen Schiedshofs unverzüglich einen Ersatzschiedsrichter.

(5) Gelingt es den Parteien, die den Streitfall vorbringen, nicht, sich innerhalb der in Absatz 2 vorgesehenen Frist auf drei Schiedsrichter (oder einen Schiedsrichter) zu einigen, so werden auf Ersuchen einer Vertragspartei vom Generalsekretär des Ständigen Schiedshofs unverzüglich drei Schiedsrichter ernannt.

(6) Ein vom Generalsekretär des Ständigen Schiedshofs ernannter Schiedsrichter darf nicht Staatsangehöriger einer Vertragspartei sein; er muß über internationales Ansehen und Fachkenntnisse verfügen sowie persönliche Eigenschaften besitzen, die ihn hinsichtlich des Streitgegenstands eine unparteiische Stellung einnehmen lassen. Bei seiner Wahl soll sich der Generalsekretär nicht auf ein bestimmtes Verzeichnis von Schiedsrichtern beschränken. Die Ernennungen durch den Generalsekretär sind nicht anfechtbar.

(7) Soweit in Anhang 2 oder anderen einschlägigen Bestimmungen dieses Übereinkommens keine Regelung getroffen ist, wenden der oder die Schiedsrichter im Einklang mit Anhang 2 die von den Vertragsparteien anerkannten allgemeinen Rechtsgrundsätze an, mit denen, wenn der Streitfall von einer oder mehreren Vertragsparteien vorgebracht wird, die von den Vertragsparteien anerkannten allgemeinen Grundsätze des geltenden Völkerrechts gemeint sind.

(8) Der oder die Schiedsrichter entscheiden über ihren Sitz und geben sich in Konsultation mit den Parteien, die den Streitfall vorbringen, und im Einklang mit diesem Anhang eine Verfahrensordnung.

(9) Der Streitfall wird von einer Vertragspartei oder nach ihrem Ermessen von ihren an dem Konflikt beteiligten Antragstellern vorgebracht; beide Seiten des Streitfalls werden so vertreten, wie sie es für zweckmäßig halten.

(10) Eine Vertragspartei kann dem Verfahren von Rechts wegen beitreten.

(11) Ein Schiedsrichter darf sich bei der Abstimmung über den Schiedsspruch nicht der Stimme enthalten. Bei drei Schiedsrichtern wird der Schiedsspruch mit Stimmenmehrheit gefällt.

(12) Der Spruch des Schiedsrichters oder der Schiedsrichter wird binnen einem Jahr nach der endgültigen Ernennung des Schiedsrichters oder der Schiedsrichter gefällt, sofern alle Vertragsparteien oder den Streitfall vorbringenden Parteien nichts anderes vereinbaren oder sofern der oder die Schiedsrichter nicht aus gutem Grund die Frist für das Fällen des Schiedsspruchs um eine oder mehrere Fristen von 30 Tagen, höchstens jedoch um 120 Tage, verlängern.

Der Schiedsspruch ist endgültig und für die am Konflikt beteiligten Antragsteller und die Vertragsparteien verbindlich; er wird von den Vertragsparteien vollstreckt. Die am Konflikt beteiligten Antragsteller reichen unverzüglich Änderungen zu ihren Anträgen im Einklang mit dem Schiedsspruch ein. Binnen zwei Monaten nach dem Schiedsspruch kann eine Vertragspartei oder ein am Schiedsverfahren beteiligter Antragsteller um eine Auslegung des Schiedsspruchs ersuchen. Die Auslegung erfolgt binnen vier Monaten nach dem Ersuchen.

(13) Die Kosten des Schiedsverfahrens einschließlich der Vergütung der Schiedsrichter werden von den Parteien getragen, die den Streitfall vorbringen. Sofern der oder die Schiedsrichter wegen der besonderen Umstände des Falles nicht anders entscheiden, tragen die Parteien, die den Streitfall vorbringen, die Kosten zu gleichen Teilen.

(14) Ist ein Antragsteller einer Vertragspartei an Konflikten mit zwei oder mehr Antragstellern aus zwei oder mehr Staaten, die Vertragsparteien dieses Übereinkommens sind, beteiligt, so wird nach Kräften eine Zusammenlegung der Schiedsverfahren angestrebt.

ANHANG 2

Grundsätze für die Konfliktlösung

(1) Bei der Entscheidung der Frage, welchem an einem Konflikt beteiligten Antragsteller ein vom Konflikt betroffenes Feld ganz oder teilweise zugesprochen werden soll, hat das Schiedsgericht eine Lösung herbeizuführen, die gerecht und billig ist, wobei es hinsichtlich jedes an dem Konflikt beteiligten Antragstellers folgende Umstände berücksichtigt:

a) die Stetigkeit und das Ausmaß der Tätigkeiten in bezug auf jedes von dem Konflikt betroffene Feld und auf das Antragsfeld, zu dem es gehört;

b) den Zeitpunkt, zu dem jeder an dem Konflikt beteiligte Antragsteller, sein Rechtsvorgänger oder eine seiner Unternehmenseinheiten im Antragsfeld Tätigkeiten auf See begonnen hat;

c) die finanziellen Aufwendungen, gemessen als inflationsbereinigte Größe, für Tätigkeiten in bezug auf jedes von dem Konflikt betroffene Feld und auf das Antragsfeld, zu dem es gehört;

d) den Zeitabschnitt, in dem die Tätigkeiten durchgeführt wurden, und die Qualität der Tätigkeiten sowie

e) alle weiteren Umstände, die das Schiedsgericht für sachdienlich hält, jedoch unter Ausschluß einer Prüfung der künftigen Arbeitsprogramme der an dem Konflikt beteiligten Antragsteller.

(2) Bei der Prüfung der in Absatz 1 bezeichneten Umstände nimmt das Schiedsgericht alle Beweise auf, die sich auf die bis zum 1. Januar 1982 durchgeführten Tätigkeiten nach Absatz 1 beziehen, und beschränkt sich, außer für Zwecke der Aufteilung nach Absatz 3, auf diese Beweire; ein Antragsteller muß jedoch als Voraussetzung für die Vorlage weiterer Beweise für Tätigkeiten im Konfliktfeld dem Schiedsgericht nachweisen, daß er vor dem 28. Juni 1980 im Konfliktfeld Prospektion auf See vorgenommen hatte.

(3) In seiner Entscheidung kann das Schiedsgericht das gesamte von dem Konflikt betroffene Feld einem einzelnen an dem Konflikt beteiligten Antragsteller zusprechen oder aber das Feld unter einige oder alle an dem Konflikt beteiligte Antragsteller aufteilen. Entscheidet das Schiedsgericht in Anwendung der Bestimmungen des Absatzes 1, daß das von dem Konflikt betroffene Feld aufgeteilt werden soll, so teilt das Schiedsgericht, soweit dies mit der Anwendung dieser Bestimmungen durch das Schiedsgericht irgend vereinbar ist, das Feld derart auf, daß das Arbeitsprogramm im Antrag jedes Antragstellers, dem ein Teil des Feldes zugesprochen wird, erfüllt wird.

FOR THE FRENCH REPUBLIC:
POUR LA REPUBLIQUE FRANCAISE:
FÜR DIE FRANZÖSISCHE REPUBLIK:

[1]

FOR THE FEDERAL REPUBLIC OF GERMANY:
POUR LA REPUBLIQUE FEDERALE D'ALLEMAGNE:
FÜR DIE BUNDESREPUBLIK DEUTSCHLAND:

[2]

FOR THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND:
POUR LE ROYAUME-UNI DE GRANDE-BRETAGNE ET D'IRLANDE DU NORD:
FÜR DAS VEREINIGTE KÖNIGREICH GROSSBRITANNIEN UND NORDIRLAND:

[3]

FOR THE UNITED STATES OF AMERICA:
POUR LES ETATS-UNIS D'AMERIQUE:
FÜR DIE VEREINIGTEN STAATEN VON AMERIKA:

[4]

---

[1] Bernard Vernier-Palliez.
[2] Theodore Wallau.
[3] Rodric Quentin Braithwaite.
[4] James L. Malone.

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OCEANOGRAPHY

Deep Sea Drilling Project

Agreements Between the
UNITED STATES OF AMERICA
and FRANCE

Amending and Extending the
Memorandum of Understanding of
January 15, 1976, as Amended

Signed at Washington and Paris
April 9 and May 7, 1979

And signed at Paris and Washington
October 27, 1981 and February 19, 1982

S 9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89-497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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FRANCE

Oceanography: Deep Sea Drilling Project

Agreements amending and extending the memorandum of understanding of January 15, 1976, as amended.
Signed at Washington and Paris April 9 and May 7, 1979;
Entered into force May 7, 1979.
And signed at Paris and Washington October 27, 1981 and February 19, 1982;
Entered into force February 19, 1982.

Amendment to

MEMORANDUM OF UNDERSTANDING

between the

U.S. National Science Foundation
in Washington, D.C.

and the

Centre National pour l'Exploitation des Oceans
in Paris

on Participation of France in the

International Phase of Ocean Drilling (IPOD)

an extension of the Deep Sea Drilling Project (DSDP)

Drilling operations during IPOD have been further extended through September 1981, an additional twenty-four months from that planned when the previous Amendment to the Memorandum of Understanding was signed.[1] IPOD is now scheduled to end on September 30, 1982. France, through the Centre National pour l'Exploitation des Oceans (CNEXO), wishes to continue to cooperate in the project during its extension and NSF desires the continued cooperation of CNEXO. Therefore, NSF and CNEXO agree to further amend Section I of the Memorandum of Understanding to read as follows:

"1. France will support the International Phase of Ocean Drilling of the Deep Sea Drilling Project with a financial contribution, payable quarterly, of U.S $1,000,000 per annum for the periods November 1, 1975 - October 31, 1976, November 1, 1976 - October 31, 1977, and November 1, 1977 - October 31, 1978; U.S. $941,667 for the period November 1, 1978 - October 31, 1979; U.S. $1,266,669 for the period November 1, 1979 - October 31, 1980; U.S. $1,170,837 for the period November 1, 1980 - October 31, 1981; and U.S. $275,000 for the period November 1, 1981 - October 31, 1982. In addition to these basic contributions, France will pay the travel expenses defined in Article 6 below. France will make this contribution in cash or in kind, as mutually agreed, to the U.S. National Science Foundation. The financial contributions of all participants in the IPOD will be commingled to support the total program costs, estimated at U.S. $17,000,000 per year through September 30, 1979; at U.S. $19,500,000 per year for the years beginning October 1, 1979 and 1980; and at U.S. $5,000,000 for the final year. At the end of each fiscal year, the

[1] TIAS 8610, 9323; 28 UST 5026; 30 UST 2180.

U.S. National Science Foundation will send to France a summary of expenses for the past year. In the event that the project is terminated, France will be reimbursed on a pro rata basis and the U.S. National Science Foundation will send a final summary of expenses to France."

This amendment will be effective upon signature of both parties to this amendment which has been prepared in duplicate in the English and French languages, both texts being equally authentic.

For the Centre National pour l'Exploitation des Oceans

by _____
Gérard PIKETTY
Director General

[7 May 1979]
Date

For the U.S. National Science Foundation

by _____
John B. Slaughter
Assistant Director
Astronomical, Atmospheric, Earth, and Ocean Sciences

9 April 1979
Date

AVENANT AU CONTRAT PASSÉ ENTRE LA U.S. NATIONAL SCIENCE FOUNDATION À WASHINGTON, D.C., ET LE CENTRE NATIONAL POUR L'EXPLOITATION DES OCÉANS À PARIS RELATIVEMENT À LA PARTICIPATION DE LA FRANCE À LA PHASE INTERNATIONALE DE FORAGE EN MER (INTERNATIONAL PHASE OF OCEAN DRILLING = IPOD, PROLONGATION DU PROJET DE FORAGE EN HAUTE MER (DEEP SEA DRILLING PROJECT = DSDP).

La durée des opérations de forage durant l'IPOD a ét à nouveau prolongée jusqu'en septembre 1981, soit 24 mois de plus que ce qui avait été arrêté lors de la signature du précédent Avenant au Contrat. L'IPOD doit maintenant prendre fin le 30 septembre 1982. La France, par l'intermédiaire du Centre National pour l'Exploitation de Océans (CNEXO), souhaite poursuivre sa collaboration au projet pendant sa prolongation et la NSF désire que le CNEXO continue à coopérer. En conséquence, la NSF et le CNEXO conviennent de modifier à nouveau l'Article 1 du Contrat comme suit:

> "1. La France participera à la Phase Internationale de Forage en Mer du Projet de Forage en Haute Mer au moyen d'une contribution financière, payable trimestriellement, de U.S. $1.000.000 par an pour les périodes 1er novembre 1975–31 octobre 1976, 1er novembre 1976–31 octobre 1977 et 1er novembre 1977–31 octobre 1978; de U.S. $941.667 pour la période 1er novembre 1978–31 octobre 1979; de U.S. $1.266.669 pour la période 1er novembre 1979–31 octobre 1980; de U.S. $1.170.837 pour la période 1er novembre 1980–31 octobre 1981; et de U.S. $275.000 pour la période 1er novembre 1981–31 octobre 1982. Outre ces contributions de base, la France paiera les frais de déplacement définis à l'Article 6 ci-dessous. Cette contribution de la France se fera en espèces ou en nature, en fonction de décisions prises d'un commun accord, et sera versée à la U.S. National Science Foundation. Les contributions financières de tous les participants à l'IPOD seront groupées pour couvrir le coût total du programme estimé à U.S. $17.000.000 par an jusqu'au 30 septembre 1979; à U.S. $19.500.000 par an pour les année commençant le 1er octobre 1979 et le 1er octobre 1980; et à U.S. $5.000.000 pour la dernière année. A la fin de chaque année budgétaire, la U.S. National Science Foundation enverra à la France un état des dépenses pour l'année écoulée. S'il est mis fin au projet, la France sera remboursée au prorata et la U.S. National Science Foundation lui enverra un état définitif des dépenses."

Cet avenant prendra effet dès qu'il aura été signé par les deux parties. Il a été rédigé en double exemplaire, l'un en langue anglaise, l'autre en langue française, et ces deux textes sont également authentiques.

P. LE CENTRE NATIONAL POUR L'EXPLOITATION DES OCÉANS,

Signé: Gérard Piketty
Directeur Général

DATE: [7 MAI 1979].

P. LA U.S. NATIONAL SCIENCE FOUNDATION,

Signé: John B. Slaughter
Directeur Adjoint,
Sciences Astronomiques
Atmosphériques,
Terrestres et
Océaniques.

DATE: 9 AVRIL 1979.

AMENDMENT TO MEMORANDUM OF UNDERSTANDING BETWEEN THE U.S. NATIONAL SCIENCE FOUNDATION IN WASHINGTON, D.C. AND THE CENTRE NATIONAL POUR L'EXPLOITATION DES OCEANS IN PARIS ON THE PARTICIPATION OF FRANCE IN THE INTERNATIONAL PHASE OF OCEAN DRILLING (IPOD), AN EXTENSION OF THE DEEP SEA DRILLING PROJECT (DSDP)

The National Science Foundation (NSF) and other international participants in IPOD all agree that it would be desirable to extend scientific drilling operations for an additional 24 months from that planned when the previous Amendment to the Memorandum of Understanding was signed in 1979. The proposed budget of the NSF now before the Congress of the United States contains funds for an additional year of scientific drilling. NSF will use its best efforts to have funds for a second additional year of IPOD drilling included in its next budget to the Congress. Accordingly, subject to the approval of higher budgetary authorities within the Government of the United States, subject to the availability of sufficient appropriations by the Congress of the United States, and subject to sufficient contributions from international participants, IPOD is now scheduled to end on September 30, 1984. France, through the Centre National pour l'Exploitation des Oceans (CNEXO), wishes to continue to cooperate in the project during its extension and NSF desires the continued cooperation of CNEXO. Therefore, NSF and CNEXO agree to further amend Section 1. of the Memorandum of Understanding to read as follows:

"1. France will support the International Phase of Ocean Drilling of the Deep Sea Drilling Project with a financial contribution, payable quarterly, of U.S. $1,000,000 per annum for the periods November 1, 1975–October 31, 1976, November 1, 1976–October 31, 1977, and November 1, 1977–October 31, 1978; U.S. $941,667 for the period November 1, 1978–October 31, 1979; U.S. $1,266,669 for the period November 1, 1979–October 31, 1980; U.S. $1,170,837 for the period November 1, 1980–October 31, 1981; U.S. $1,750,000 for the period November 1, 1981–October 31, 1982; U.S. $2,000,000 for the period November 1, 1982–October 31, 1983; and U.S. $275,000 for the period November 1, 1983–October 31, 1984. In addition to these basic contributions, France will pay the travel expenses defined in Article 6 below. France will make this contribution in cash or in kind, as mutually agreed, to the U.S. National Science Foundation. The financial contribution of all participants in the IPOD will be comingled to support the total program costs, estimated at U.S. $17,000,000 per year through September 30, 1979; at U.S. $19,700,000 for the year beginning October 1, 1979, U.S. $20,800,000 for year beginning October 1, 1980, at U.S. $23,800,000 per year for years beginning October 1, 1981 and

1982; and at U.S. $5,000,000 for the final year. At the end of each fiscal year, the U.S. National Science Foundation will send to France a summary of expenses for the past year. In the event that the project is terminated, France will be reimbursed on a pro rata basis, and the U.S. National Science Foundation will send a final summary of expenses to France."

his amendment will be effective upon signature of both parties his amendment which has been prepared in duplicate in the ish and French languages, both texts being equally authentic.

THE CENTRE NATIONAL POUR PLOITATION DES OCEANS	FOR THE U.S. NATIONAL SCIENCE FOUNDATION
erard Piketty	by John B. Slaughter
rector General	*Director*
: Oct. 27 1981	Date: Feb. 19 1982

Avenant au CONTRAT passé entre

La U.S. National Science Foundation à Washington D.C.,

et

Le Centre National pour l'Exploitation des Océans à Paris,

relativement à la participation de la France à la Phase Internationale de Forage en Mer (International Phase of Ocean Drilling : IPOD)

prolongation du Projet de Forage en Haute Mer (Deep Sea Drilling Project : DSDP)

La National Science Foundation (N S F) et les autres participants internationaux à l'IPOD conviennent tous qu'il serait souhaitable de prolonger les opérations de forage scientifique pour 24 mois de plus que ce qui avait été arrêté lors de la signature en 1979 du précédent Avenant au Contrat. Le budget de la N S F proposé au Congrès des Etats-Unis comporte des crédits pour une année supplémentaire de forage scientifique. La N S F fera de son mieux pour voir inclure par le Congrès dans son prochain budget des crédits pour une deuxième année supplémentaire de programme IPOD. En conséquence, sous réserve de l'approbation des plus hautes autorités budgétaires du Gouvernement des Etats-Unis, sous réserve de la disponibilité de dotations suffisantes par le Congrès des Etats-Unis, sous réserve de contributions suffisantes des participants internationaux, l'IPOD doit maintenant prendre fin le 30 Septembre 1984. La France, par l'intermédiaire du Centre National pour l'Exploitation des Océans (CNEXO), souhaite poursuivre sa collaboration au projet pendant sa prolongation et la N S F désire que le CNEXO continue à coopérer. En conséquence, la N S F et le CNEXO conviennent de modifier à nouveau l'Article 1 du Contrat comme suit :

"1 - La France participera à la Phase Internationale de Forage en Mer du Projet de Forage en Haute Mer au moyen d'une contribution financière payable trimestriellement de U.S. $ 1.000.000 par an pour les périodes 1er Novembre 1975 - 31 Octobre 1976, 1er Novembre 1976 - 31 Octobre 1977 et 1er Novembre 1977 - 31 Octobre 1978 ; de U.S. $ 941.667 pour la période 1er Novembre 1978 - 31 Octobre 1979 ; de U.S. $ 1.266.669 pour la période 1er Novembre 1979 - 31 Octobre 1980 ; de U.S. $ 1.170.837 pour la période 1er Novembre 1980 - 31 Octobre 1981 ; de U.S. $ 1.750.000 pour la période 1er Novembre 1981 - 31 Octobre 1982 ; de U.S. $ 2.000.000 pour la période 1er Novembre 1982 - 31 Octobre 1983 ; et de U.S. $ 275.000 pour la période 1er Novembre 1983 - 31 Octobre 1984. Outre ces contributions de base, la France

paiera les frais de déplacement définis à l'Article 6 ci-dessous. Cette contribution de la France se fera en espèces ou en nature, en fonction de décisions prises d'un commun accord, et sera versée à la U.S. National Science Foundation. Les contributions financières de tous les participants à l'IPOD seront groupées pour couvrir le coût total du programme, estimé à U.S. $ 17.000.000 par an jusqu'au 30 Septembre 1979 ; à U.S. $ 19.700.000 pour l'année commençant le 1er Octobre 1979, à U.S. $ 20.800.000 pour l'année commençant le 1er Octobre 1980 ; à U.S. $ 23.800.000 par an pour les années commençant le 1er Octobre 1981 et le 1er Octobre 1982 ; et à U.S. $ 5.000.000 pour la dernière année. A la fin de chaque année budgétaire la U.S. National Science Foundation enverra à la France un état des dépenses pour l'année écoulée. S'il est mis fin au projet, la France sera remboursée au prorata, et la U.S. National Science Foundation lui enverra un état définitif des dépenses."

Cet Avenant prendra effet dès qu'il aura été signé par les deux parties. Il a été rédigé en double exemplaire, l'un en langue anglaise, l'autre en langue française, et ces deux textes sont également authentiques.

Pour le Centre National pour l'Exploitation des Océans

Le Président Directeur Général

Signé .....

Gérard PIKETTY
Directeur Général

OCT 27 1981

Date .....

Pour la U.S. National Science Foundation

Signé .....

John B. SLAUGHTER
Directeur

FEB 19 1982

Date .....

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0622

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10622

MUTUAL DEFENSE ASSISTANCE

Cash Contribution by Japan

Agreements Between the
UNITED STATES OF AMERICA
and JAPAN

Relating to the Agreement
of March 8, 1954

Effected by Exchange of Notes
Signed at Tokyo July 28, 1981

And Exchange of Notes
Signed at Tokyo July 27, 1982

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9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89-497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

For sale by the Superintendent of Documents, U.S. Government Printing Office
Washington, D.C. 20402

JAPAN

Mutual Defense Assistance: Cash Contribution by Japan

Agreements relating to the agreement of March 8, 1954.
Effected by exchange of notes
Signed at Tokyo July 28, 1981;
Entered into force July 28, 1981.
And exchange of notes
Signed at Tokyo July 27, 1982;
Entered into force July 27, 1982.

READEX FICHE best copy available

千九百八十一年七月二十八日に東京で

日本国外務大臣

アメリカ合衆国特命全権大使
マイケル・J・マンスフィールド閣下

案する光栄を有します。

昭和五十六年四月一日から昭和五十七年三月三十一日までの日本国の会計年度において日本国政府が提供すべき金銭負担の額は、同年度に同政府が使用に供する金銭以外のものによる負担を考慮に入れて、一億二千六百二十九万八千円（一二六、二九八、〇〇〇円）を超えないものとする。

本大臣は、更に、この書簡及びアメリカ合衆国政府に代わつて前記の取極を確認される閣下の返簡が両政府間の合意を構成するものとみなし、その合意が閣下の返簡の日付の日に効力を生ずるものとすることを提案する光栄を有します。

本大臣は、以上を申し進めるに際し、ここに重ねて閣下に向かつて敬意を表します。

The Japanese Minister for Foreign Affairs to the American Ambassador[1]

書簡をもつて啓上いたします。本大臣は、千九百五十四年三月八日に東京で署名された日本国とアメリカ合衆国との間の相互防衛援助協定に言及する光栄を有します。

同協定第七条2は、日本国政府が、同協定の実施に関連するアメリカ合衆国政府の行政事務費及びこれに関連がある経費として、アメリカ合衆国政府に随時円資金を提供すべきことを定めています。

また、同協定附属書G3は、日本の毎会計年度において日本国政府が提供すべき金銭負担としての日本円の価額については、同政府が使用に供する金銭以外のものによる負担を考慮に入れた上、両政府の間で合意すべきことを定めています。

よつて、本大臣は、日本国の昭和五十六会計年度における前記の金銭負担の額に関し、次の取極を日本国政府に代わつて提

[1] For the English-language translation, see pp. 5–6.

The American Ambassador to the Japanese Minister for Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA

No. 591 Tokyo, July 28, 1981

Excellency:

I have the honor to acknowledge the receipt of Your Excellency's Note of today's date, which reads as follows:

"I have the honor to refer to the Mutual Defense Assistance Agreement between Japan and the United States of America signed at Tokyo on March 8, 1954.[1]

Article VII, paragraph 2 of the Agreement provides that the Government of Japan will make available, from time to time, to the Government of the United States of America funds in yen for the administrative and related expenses of the latter Government in connection with carrying out the Agreement.

Paragraph 3 of Annex G of the Agreement provides that, in consideration of the contributions in kind to be made available by the Government of Japan, the amount of yen to be made available as a cash contribution by the Government of Japan for any Japanese fiscal year shall be as agreed upon between the two Governments.

Accordingly, I have the honor to propose on behalf of the Government of Japan the following arrangements concerning the amount of the cash contribution referred to above for the Japanese fiscal year 1981:

His Excellency
Sunao Sonoda
Minister for Foreign Affairs
Tokyo

[1] TIAS 2957, 9837; 5 UST 661; 32 UST 2295.

In consideration of the contributions in kind to be made available by the Government of Japan during the Japanese fiscal year from April 1, 1981 to March 31, 1982, the amount of the cash contribution to be made available by the Government of Japan for the said fiscal year shall not exceed one hundred and twenty-six million two hundred and ninety-eight thousand yen (¥126,298,000).

I have further the honor to propose that the present Note and Your Excellency's Note in reply confirming on behalf of the Government of the United States of America the foregoing arrangements shall be regarded as constituting an agreement between the two Governments, which will enter into force on the date of Your Excellency's reply.

I avail myself of this opportunity to renew to Your Excellency the assurance of my highest consideration."

I have further the honor to confirm on behalf of the Government of the United States of America the foregoing arrangements and to agree that Your Excellency's Note and this Note shall be regarded as constituting an agreement between the two Governments, which will enter into force on the date of this reply.

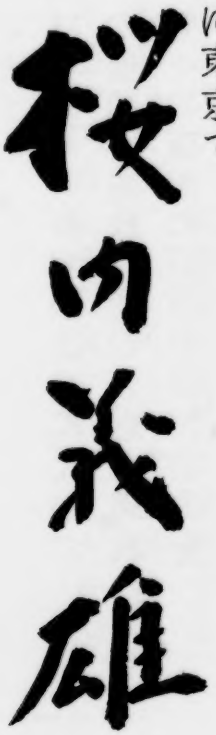
I avail myself of this opportunity to renew to Your Excellency the assurance of my highest consideration.

Mike Mansfield[1]

[1] Mike Mansfield.

千九百八十二年七月二十七日に東京で

日本国外務大臣



アメリカ合衆国特命全権大使

マイケル・J・マンスフィールド閣下

案する光栄を有します。

昭和五十七年四月一日から昭和五十八年三月三十一日までの日本国の会計年度において日本国政府が提供すべき金銭負担の額は、同年度に同政府が使用に供する金銭以外のものによる負担を考慮に入れて、一億三千二百三十五万九千円（一三二、三五九、〇〇〇円）を超えないものとする。

本大臣は、更に、この書簡及びアメリカ合衆国政府に代わつて前記の取極を確認される閣下の返簡が両政府間の合意を構成するものとみなし、その合意が閣下の返簡の日付の日に効力を生ずるものとすることを提案する光栄を有します。

本大臣は、以上を申し進めるに際し、ここに重ねて閣下に向かつて敬意を表します。

The Japanese Minister for Foreign Affairs to the American Ambassador[1]

書簡をもつて啓上いたします。本大臣は、千九百五十四年三月八日に東京で署名された日本国とアメリカ合衆国との間の相互防衛援助協定に言及する光栄を有します。

同協定第七条2は、日本国政府が、同協定の実施に関連するアメリカ合衆国政府の行政事務費及びこれに関連がある経費として、アメリカ合衆国政府に随時円資金を提供すべきことを定めています。

また、同協定附属書G3は、日本の毎会計年度において日本国政府が提供すべき金銭負担としての日本円の価額については、同政府が使用に供する金銭以外のものによる負担を考慮に入れた上、両政府の間で合意すべきことを定めています。

よつて、本大臣は、日本国の昭和五十七会計年度における前記の金銭負担の額に関し、次の取極を日本国政府に代わつて提

[1] For the English-language translation, see pp. 10-11.

The American Ambassador to the Japanese Minister for Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA

No. 627 Tokyo, July 27, 1982

Excellency,

I have the honor to acknowledge the receipt of Your Excellency's Note of today's date, which reads as follows:

"I have the honor to refer to the Mutual Defense Assistance Agreement between Japan and the United States of America signed at Tokyo on March 8, 1954.

Article VII, paragraph 2 of the Agreement provides that the Government of Japan will make available, from time to time, to the Government of the United States of America funds in yen for the administrative and related expenses of the latter Government in connection with carrying out the Agreement.

Paragraph 3 of Annex G of the Agreement provides that, in consideration of the contributions in kind to be made available by the Government of Japan, the amount of yen to be made available as a cash contribution by the Government of Japan for any Japanese fiscal year shall be as agreed upon between the two Governments.

Accordingly, I have the honor to propose on behalf of the Government of Japan the following arrangements concerning the amount of the cash contribution referred to above for the Japanese fiscal year 1982:

His Excellency
Yoshio Sakurauchi,
Minister for Foreign Affairs,
Tokyo.

In consideration of the contributions in kind to be made available by the Government of Japan during the Japanese fiscal year from April 1, 1982 to March 31, 1983, the amount of the cash contribution to be made available by the Government of Japan for the said fiscal year shall not exceed one hundred and thirty-two million three hundred and fifty-nine thousand yen (¥132,359,000).

I have further the honor to propose that the present Note and Your Excellency's Note in reply confirming on behalf of the Government of the United States of America the foregoing arrangements shall be regarded as constituting an agreement between the two Governments, which will enter into force on the date of Your Excellency's reply.

I avail myself of this opportunity to renew to Your Excellency the assurance of my highest consideration."

I have further the honor to confirm on behalf of the Government of the United States of America the foregoing arrangements and to agree that Your Excellency's Note and this Note shall be regarded as constituting an agreement between the two Governments, which will enter into force on the date of this reply.

I avail myself of this opportunity to renew to Your Excellency the assurance of my highest consideration.

Michael J. Mansfield

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TELEVISION

Allocation of Channels

Agreement Between the
UNITED STATES OF AMERICA
and CANADA

Modifying the Agreement of
April 23 and June 23, 1952

Effected by Exchange of Notes
Signed at Washington February 26 and
April 7, 1982

with

Arrangement

S 9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89–497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

For sale by the Superintendent of Documents, U.S. Government Printing Office
Washington, D.C. 20402

CANADA

Television: Allocation of Channels

Agreement modifying the agreement of April 23 and June 23, 1952.
Effected by exchange of notes
Signed at Washington February 26 and April 7, 1982;
With arrangement;
Entered into force April 7, 1982.

The Canadian Ambassador to the Secretary of State

Canadian Embassy Ambassade du Canada

WASHINGTON, February 26, 1982.

No. 77

Sir,

I have the honour to refer to the Exchange of Notes dated April 23 and June 23, 1952[1] between Canada and the United States of America constituting an Agreement regarding allocation of television channels and to discussions between representatives of interested agencies of our two Governments concerning the allocation of radio spectrum in the UHF band. They have proposed the following amendments to the above mentioned Agreement:

The band 806 to 890 MHz which includes television channels 70 to 83, shall no longer be used for television broadcasting but shall be allocated to the mobile radio services. The use of the band 806 to 890 MHz shall be governed by the Arrangement between the Department of Communications and the Federal Communications Commission appearing as Annex I of this Note. At an appropriate time in the future, this Arrangement shall be annexed to the Agreement concerning the Coordination and Use of Radio Frequencies Above 30 Megacycles per second[2] as amended June 24, 1965.[3]

The Honourable Alexander M. Haig, Jr.,
Secretary of State,
Washington, D. C. 20520.

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[1] TIAS 2594; 3 UST 4443.
[2] Exchange of notes Oct. 24, 1962. TIAS 5205; 13 UST 2418.
[3] Exchange of notes June 16 and 24, 1965. TIAS 5833; 16 UST 923.

The allotment of television channels within an area of 250 miles (402 km) on either side of the border between Canada and the United States shall be in accordance with Tables A and B appearing in Annex II of this Note. These Tables may be amended from time to time by an exchange of documents directly between the Federal Communications Commission and the Department of Communications as provided in paragraph H of the Canadian/USA Television Agreement of 1952.

Recognizing that five Canadian television stations currently provide service in Southern Ontario and British Columbia in the band 806 to 890 MHz and that these stations utilize, in accordance with the 1952 Canadian /USA Television Agreement of 1952, channel 78, (854-860 MHz) in Windsor, channel 76, (842-848 MHz) in Kitchener, channel 79, (860-866 MHz) in Toronto, channel 72, (818-824 MHz) in Enderby and channel 77, (848-854 MHz) in Radium/Hot Springs, the United States agrees to protect reception of these stations in Canada from interference from other radio services operating in the band 806-890 MHz. Canada agrees to reassign as expeditiously as possible the three television stations located in Ontario. The two stations in British Columbia will be reassigned when their continued operation would impair the provision of mobile radio services along the border.

Prior to reassignment, each of the broadcast stations is to be protected as follows: the field strength of an interfering mobile radio signal at the station's calculated B contour (where the protected

contour crosses the border, that portion of the border lying within the contour shall be treated as the relevant segment of the B contour) is not to exceed 14 dBu for frequencies co-channel with that of the television channel utilized and is not to exceed 54 dBu in the two adjacent 6 MHz guard bands. The field strength of any interfering signals is to be calculated using the R6602 F(50,10) propagation curves at a receiving effective antenna height of 9.1 metres.

The Interim Arrangement for the coordination of U.S. land mobile radio stations operating in the 806-890 MHz frequency band in the vicinity of the border between Canada and the United States of America dated January 13, 1977[1] is hereby terminated.

Representatives of the United States and Canada will, at the request of the Canadian administration, negotiate amendments to the annexed arrangement in order to permit the introduction of mobile satellite operations in the band 806 to 890 MHz.

If the proposals outlined above are acceptable to the Government of the United States, I have the honour to propose that this Note, which is authentic in English and French, and your reply to that effect shall constitute an agreement between our two Governments which shall enter into force on the date of your reply.[2]

Accept, Sir, the renewed assurances of my highest consideration.

Allan Gotlieb[3]

Ambassador

---

[1] Exchange of letters Dec. 21, 1976 and Jan. 13, 1977. TIAS 8838; 29 UST 598.
[2] See p. 57.
[3] Allan Gotlieb.

ANNEX I

Arrangement Between the Department of Communications of Canada and the Federal Communications Commission of the United States Concerning the use of the Band 806 to 890 MHz along the Canada - United States Border

1. Scope

This arrangement between the Department of Communications of Canada (DOC) and the Federal Communications Commission of the United States (FCC), herein referred to as the Agencies, covers the establishment and operation of land mobile radio services operating in the band 806 to 890 MHz along the Canada-United States border.

Aeronautical and maritime mobile services in this band are not covered by this arrangement but will be the subject of future discussion at the request of either Agency prior to their introduction, in accordance with the principle outlined in paragraph 2.

2. General Sharing Principle

The frequency band covered by this arrangement and each of the sub-bands are to be shared on an equal basis along the border, except as otherwise specified.

3. Sharing Arrangements in the 806-821 MHz and 851-866 MHz Bands

3.1 The United States has the unrestricted geographic use of the frequency bands 806.0000 to 809.7500 MHz, 817.2500 to 821.0000 MHz, 851.0000 to 854.7500 MHz and 862.2500 to 866.0000 MHz in the Sharing Zones within the United States except as specified in paragraph 4.

Canada has the unrestricted geographic use of the frequency bands 809.7500 to 817.2500 MHz and 854.7500 to 862.2500 MHz in the Sharing Zones within Canada except as specified in paragraph 4.

3.2 There are three Sharing Zones:

a) Sharing Zone I:

This Sharing Zone is the area adjacent to the United States-Canada border East of longitude 121° 30'W and extending a distance of 100 km within either country. Within this zone, the Agencies may use their allotted portions of spectrum subject to the Effective Radiated Power (ERP) and Effective Antenna Height (EAH) limits of Annex A, Table A1.

b) Sharing Zone II:

This Sharing Zone is the area adjacent to the United States-Canada border between 121° 30' and 127°W longitude and extending a distance of 140 km within either country. Within this zone, the Agencies may use their allotted portions of spectrum subject to the Effective Radiated Power (ERP) and Effective Antenna Height (EAH) limits of Annex A, Table A2.

c) Sharing Zone III:

This Sharing Zone is the area adjacent to the Alaska-British Columbia/Yukon Territory border and extending a distance of 100 km within either country. Within this zone, the Agencies may use their alloted portions of spectrum subject to the Effective Radiated Power (ERP) and Effective Antenna Height (EAH) limits of Annex A, Table A1.

3.3 Protection Zone:

The Protection Zones are the areas adjacent to Sharing Zones I and III and extending from 100 to 140 km away from the United States-Canada border within both countries. There is no Protection Zone associated with Sharing Zone II.

3.4 Each Agency has full use of the 806-821 MHz and 851-866 MHz bands within the Protection Zone in their respective country subject to the condition that base stations not exceed the maximum Effective Radiated Power (ERP) and Effective Antenna Height (EAH) limits given in Annex A, Table A1.

Note: see Figure 1

3.5 Two Frequency Channeling Arrangements

Everywhere within the Sharing and Protection Zones, the Agencies will use the spectrum on the basis of a two frequency chanelling plan with mobile station transmitters in the 806-821 MHz band and base station transmitters in the 851-866 MHz band.

3.6 Use of the 806-821 MHz and 851-866 MHz Bands Outside of the Sharing and Protection Zones.

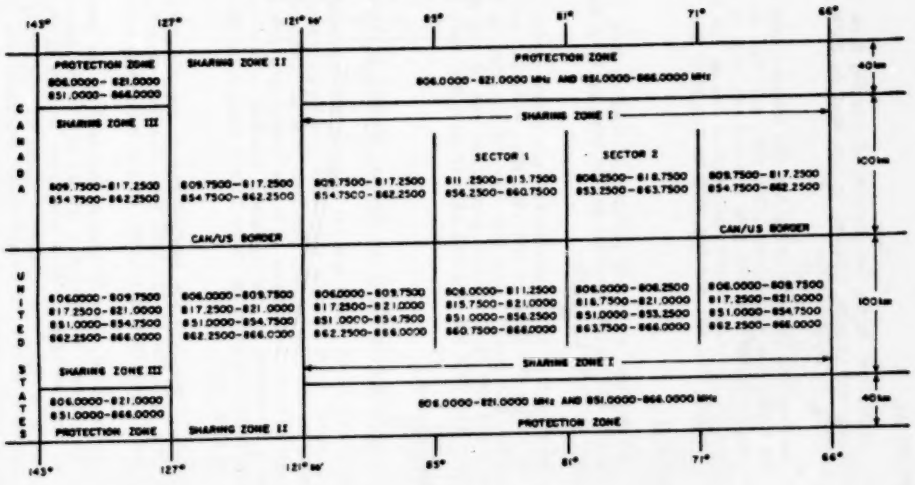
Beyond 140 km from the border, the Agencies have unrestricted use of these bands.

4. Special Sharing Arrangements

In recognition of particular demographic circumstances, the Agencies agree on the unequal division of spectrum between Canada and the United States in the following two sectors:

Figure 1

CANADA/UNITED STATES SHARING ARRANGEMENT: 806-821 MHz AND 851-866 MHz BANDS



NOTES: - ALL FREQUENCIES IN MEGAHERTZ
- PROTECTION ZONES AND SHARING ZONE I AND III SUBJECT TO ANNEX A, TABLE A1 REQUIREMENTS
- SHARING ZONE II SUBJECT TO ANNEX A, TABLE A2 REQUIREMENTS

4.1 a) Sector 1:

Sector 1 is defined to be the portion of Sharing Zone I in the United States and Canada, bounded on the West by 85°W longitude and on the East by 81°W longitude.

In this Sector, the United States has the unrestricted geographic use of the bands 806.0000 to 811.2500 MHz, 815.7500 to 821.0000 MHz, 851.0000 to 856.2500 MHz and 860.7500 to 866.0000 MHz and Canada has the unrestricted geographic use of the bands 811.2500 to 815.7500 MHz and 856.2500 to 860.7500 MHz.

b) Sector 2

Sector 2 is defined to be the portion of Sharing Zone I in the United States and Canada bounded on the West by 81°W longitude and on the East by 71°W longitude.

In this Sector, the United States has the unrestricted geographic use of the bands 806.0000 to 808.2500 MHz, 818.7500 to 821.0000 MHz, 851.0000 to 853.2500 MHz and 863.7500 to 866.0000 MHz and Canada has the unrestricted geographic use of the bands 808.2500 to 818.7500 MHz and 853.2500 to 863.7500 MHz.

Note: see Figure 2

4.2 Coordination Necessitated by the Special Sharing Arrangements

Where, as a result of these special sharing arrangements, portions of the allotted bands of both countries overlap, proposed frequency assignments in the overlapping portions will be coordinated between the two Agencies in accordance with the procedures specified in Arrangement A annexed to the Agreement concerning the Coordination and Use of Radio Frequencies Above Thirty Megacycles per Second as amended 24 June 1965.

4.2.1 Coordination is required for assignments in the 808.2500 to 811.2500 MHz, 815.7500 to 818.7500 MHz, 853.2500 to 856.2500 MHz and 860.7500 to 863.7500 MHz bands in the following overlap areas:

a) The geographical area in Canada enclosed by the meridian of 81°W longitude, the arc of a circle of 100 km radius centered at the intersection of 81°W longitude and the southern shore of Lake Erie and drawn clockwise from the northerly intersection with 81°W longitude to intersect the United States-Canada border, and the United States-Canada border, and

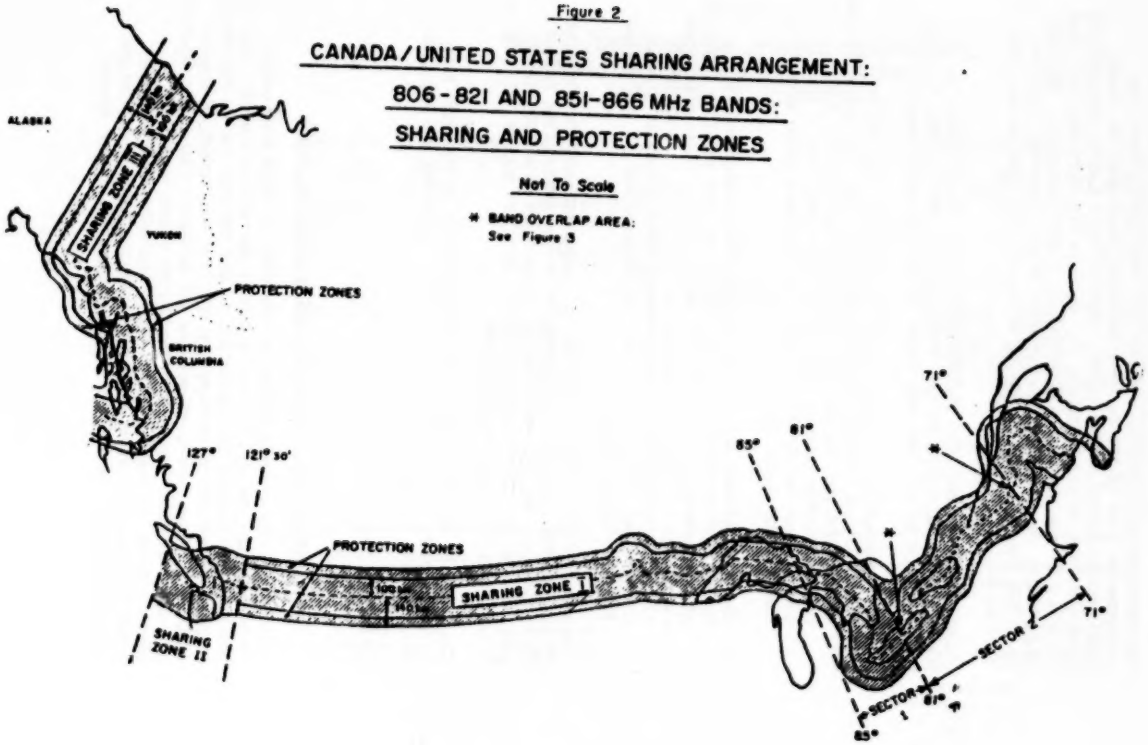
b) the geographical area in the United States enclosed by the meridian of 81°W longitude, the arc of a circle of 100 km radius centered at the intersection of 81°W longitude and the northern shore of Lake Erie and drawn clockwise from the southerly intersection with 81°W longitude to intersect the United States-Canada border, and the United States-Canada border.

Figure 2

CANADA/UNITED STATES SHARING ARRANGEMENT:
806-821 AND 851-866 MHz BANDS:
SHARING AND PROTECTION ZONES

Not To Scale

* BAND OVERLAP AREA:
See Figure 3



TIAS 10645

The Agencies will channel and use the overlapping bands for assignments with 16 kHz or less necessary bandwidth on center frequencies spaced 25 kHz apart. The FCC will assign frequencies from 808.2625 to 811.2375 MHz, 815.7625 to 818.7375 MHz, 853.2625 to 856.2375 MHz and 860.7625 to 863.7375 MHz inclusive. The DOC will assign frequencies from 808.2750 to 811.2250 MHz, 815.7750 to 818.7250 MHz, 853.2750 to 856.2250 MHz and 860.7750 to 863.7250 MHz inclusive.

4.2.2 Coordination is required for assignments in the 808.2500 to 809.7500 MHz, 817.2500 to 818.7500 MHz, 853.2500 to 854.7500 MHz and 862.2500 to 863.7500 MHz bands in the following area:

a) The geographical area in Canada enclosed by the United States-Canada border, the meridian 71°W; and the line beginning at the intersection of 72°W and the United States-Canada border, thence running North along meridian 72°W to the intersection of 45°45'N, thence running East along 45°45'N to the meridian 71°W, and

b) the geographical area in the United States enclosed by the United States border, the meridian 71°W; and the line beginning at the intersection of 44°25'N, 71°W, thence running by great circle arc to the intersection of 45°N, 70°W, thence North along meridian 70°W to the intersection of 45°45'N, thence running West along 45°45'N to the intersection of the United States - Canada border.

The Agencies will channel and use the bands for assignments with 16 kHz or less necessary bandwidth on center frequencies spaced 25 kHz apart. The FCC will assign frequencies from 808.2625 to 809.7375 MHz 817.2625 to 818.7375 MHz, 853.2625 to 854.7375 MHz and 862.2625 to 863.7375 MHz inclusive.

The DOC will assign frequencies from 808.2750 to 809.7250 MHz, 817.2750 to 818.7250 MHz, 853.2750 to 854.7250 MHz and 862.2750 to 863.7250 MHz inclusive.

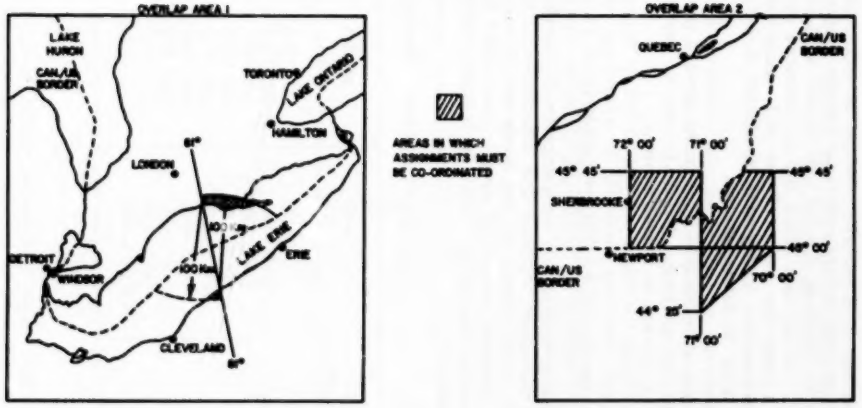
Note: see Figure 3

5. Use of the 821-851 MHz and 866-890 MHz Bands

Considering the uncertainties, at the date of this arrangement, concerning the use and extent of mobile systems in the cellular and reserved portions of the bands 821 to 851 MHz and 866 to 890 MHz in both countries and concerning the specific evolvement of mobile systems in these bands, as well as the probable timing and location of such evolution, Canada and the United States reserve specification of sharing methodology, including that for the possible introduction of a mobile satellite system, for future discussion which may be held at the request of either Agency.

Figure 3

CANADA/UNITED STATES SHARING ARRANGEMENT: 806-821 MHz AND 851-866 MHz BANDS: BAND OVERLAP COORDINATION



Frequency Assignments To Be Coordinated (MHz) (25 kHz Channel Spacing)

CANADA	UNITED STATES
806.2750 - 811.2250	806.2625 - 811.2375
815.7750 - 818.7250	815.7625 - 818.7375
851.2750 - 856.2250	851.2625 - 856.2375
860.7750 - 863.7250	860.7625 - 863.7375

OVERLAP BANDS
806.2500 - 811.2500
815.7500 - 818.7500
851.2500 - 856.2500
860.7500 - 863.7500

Frequency Assignments To Be Coordinated (MHz) (25 kHz Channel Spacing)

CANADA	UNITED STATES
806.2750 - 809.7250	806.2625 - 809.7375
817.2750 - 818.7250	817.2625 - 818.7375
851.2750 - 854.7250	851.2625 - 854.7375
862.2750 - 863.7250	862.2625 - 863.7375

OVERLAP BANDS
806.2500 - 809.7500
817.2500 - 818.7500
851.2500 - 854.7500
862.2500 - 863.7500

In the case of evolvement of cellular systems in either country , the reliable service area of cells (defined for the purpose of this arrangement to be 35 dBuV/m at the cell perimeter) will not extend across the border. In any case where the interference contour of a cell (defined as 3 times the radius of the cell) would fall across the border, the responsible Agency will coordinate such cases with the other Agency prior to authorization.

The coordination procedure will be in accordance with the principle of equal access to the spectrum. The definition of reliable service area may be revised by mutual consent.

6. Protection of Television Reception

In order to provide protection to the reception in Canada of certain Canadian television stations from interference, the FCC agrees to withhold authorization of the operation of land mobile base stations in frequency bands and geographical areas listed in Annex B. The Agencies reserve the right to initiate further discussion on Annex B.

ANNEX A
Limits of Effective Radiated Power and Antenna Height

Effective Radiated Power (ERP) is defined as the product of the power supplied to the antenna and its gain relative to a half-wave dipole in a given direction.

For base stations in the Protection Zones and Sharing Zones I and III, Table A1 lists the limits of Effective Radiated Power (ERP) corresponding to the Effective Antenna Height (EAH) ranges shown. In this case, Effective Antenna Height is calculated by subtracting the Assumed Average Terrain Elevation given in Table A3 from the antenna height above mean sea level.

Effective Antenna Height (EAH)		ERP
Metres	Feet	Watts (Maximum)
0-152	0-500	500
153- 305	501-1000	125
306- 457	1001-1500	40
458- 609	1501-2000	20
610- 762	2001-2500	10
763- 914	2501-3000	10
915-1066	3001-3500	6
1067-1219	3501-4000	5
Above 1219	Above 4000	5

Table A1: Limits of Effective Radiated Power (ERP) Corresponding to Effective Antenna Heights of Base Stations in the Protection Zones and Sharing Zones I and III.

For base stations in the Sharing Zone II, Table A2 lists the limits of Effective Radiated Power (ERP) corresponding to the antenna height above mean sea level ranges shown.

Antenna Height Above Mean Sea Level		ERP
Metres	Feet	Watts (Maximum)
0-503	0-1650	500
504- 609	1651-2000	350
610- 762	2001-2500	200
763- 914	2501-3000	140
915-1066	3001-3500	100
1067-1219	3501-4000	75
1220-1371	4001-4500	70
1372-1523	4501-5000	65
Above 1523	Above 5000	5

Table A2: Limits of Effective Radiated Power (ERP) Corresponding to Antenna Heights Above Mean Sea Level of Base Stations in Sharing Zone II.

Table A3 lists the values of Assumed Average Terrain Elevations (A.A.T.E.) within the Sharing and Protection Zones on both sides of the United States-Canada border.

E.A.H. = Antenna Height Above Mean Sea Level - A.A.T.E.

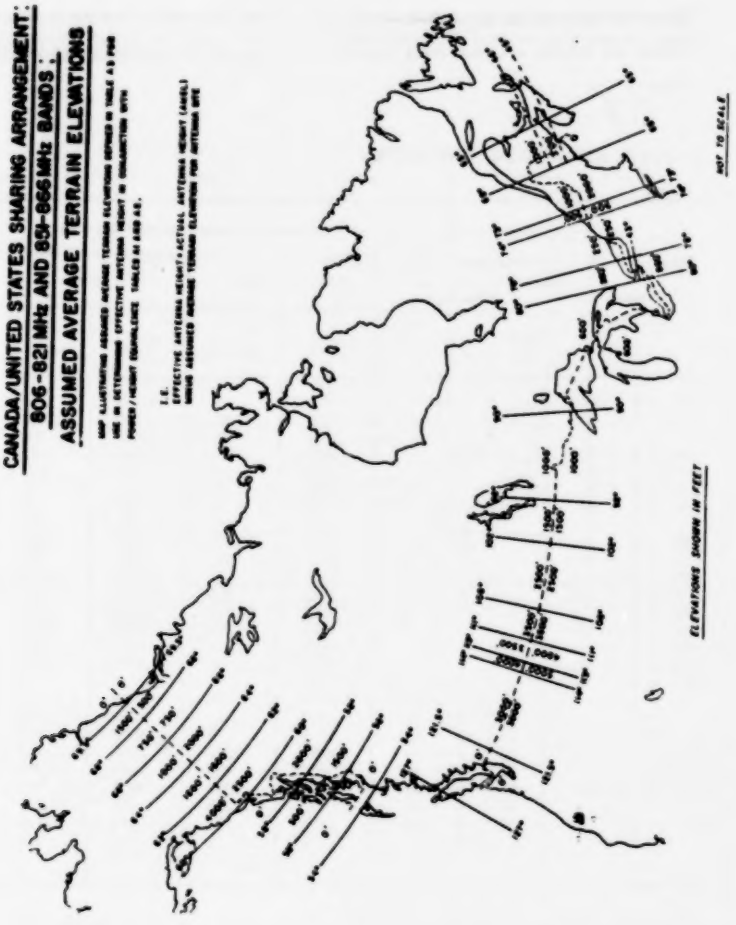
Longitude (ϕ) (°West)	Latitude (θ) (°North)	Assumed Average Terrain Elevations			
		United States		Canada	
		feet	metres	feet	metres
65 ≤ ϕ < 69	θ < 45	0	0	0	0
"	45 ≤ θ < 46	300	91	300	91
"	θ ≥ 46	1000	305	1000	305
69 ≤ ϕ < 73	all	2000	609	1000	305
73 ≤ ϕ < 74	"	500	152	500	152
74 ≤ ϕ < 78	"	250	76	250	76
78 ≤ ϕ < 80	θ < 43	250	76	250	76
"	θ ≥ 43	500	152	500	152
80 ≤ ϕ < 90	all	600	183	600	183
90 ≤ ϕ < 98	"	1000	305	1000	305
98 ≤ ϕ < 102	"	1500	457	1500	457
102 ≤ ϕ < 108	"	2500	762	2500	762
108 ≤ ϕ < 111	"	3500	1066	3500	1066
111 ≤ ϕ < 113	"	4000	1219	3500	1066
113 ≤ ϕ < 114	"	5000	1524	4000	1219
114 ≤ ϕ < 121.5	"	3000	914	3000	914
121.5 ≤ ϕ < 127	"	0	0	0	0
↓	54 ≤ θ < 56	0	0	0	0
	56 ≤ θ < 58	500	152	1500	457
ϕ ≥ 127	58 ≤ θ < 60	0	0	2000	609
(Alaska - British	60 ≤ θ < 62	4000	1219	2500	762
Columbia/Yukon	62 ≤ θ < 64	1600	488	1600	488
Territory Border)	64 ≤ θ < 66	1000	305	2000	609
↓	66 ≤ θ < 68	750	228	750	228
	68 ≤ θ < 69.5	1500	457	500	152
	θ ≥ 69.5	0	0	0	0

Table A3: Values of Assumed Average Terrain Elevation within the Sharing and Protection Zones on Both Sides of the United States-Canada Border.

49-201 O - 85 - 2

Figure A1

CANADA/UNITED STATES SHARING ARRANGEMENT:
806-821 MHz AND 851-866 MHz BANDS:
ASSUMED AVERAGE TERRAIN ELEVATIONS



ANNEX B

The FCC will withold authorization of land mobile base stations in the frequency bands and in the geographical areas listed below:

Frequency Bands	Areas
852-856.25 MHz	Between 42°30'N and 43°30'N and within 10 km of the border, and West of 82°W.
852-853.25 MHz	Between 43° and 43°20'N and within 10 km of the border, and East of 80°W.
864-866 MHz	Between 42°55'N and 43°20'N and within 15 km of the border, and East of 81°W.
851-852 MHz	Between 74°20'W and 72°55'W and within 10 km of the border.
852-853.25 MHz	Between 75°20'W and 74°05'W and within 10 km of the border.
864-866 MHz	Between 75°30'W and 74°55'W and within 10 km of the border.
851-852 MHz	Between 72°10'W and 71°25'W and within 10 km of the border.
852-854.75 MHz	Within 10 km of the border West of 121°55'W longitude and North of 48°25'N latitude, excluding the Alaska-British Columbia/Yukon Territory border.

[ANNEX II]

CANADIAN - USA TELEVISION AGREEMENT

TABLES OF ALLOTMENTS WITH OFFSET DESIGNATION

Revised to March 26, 1982

Offset Carrier Designators:-

— Zero offset frequency (underscored)

\+ Plus 10 kHz

\- Minus 10 kHz

ACCORD CANADO - AMÉRICAIN SUR LA TÉLÉVISION

TABLEAUX D'ALLOTISSEMENT AVEC DÉSIGNATION DU DÉCALAGE DE LA PORTEUSE

Mise à jour au 26 mars 1982

Désignation du décalage de la porteuse:-

— Décalage nul (souligné)

\+ 10 kHz au dessus de la porteuse

\- 10 kHz au dessous de la porteuse

Table A Tableau A
CANADA

ALBERTA

City Ville	Canal VHF Channel	Canal UHF Channel
Banff		34
Blairmore		15 31
Brooks		30- 47+
Burmis	3 5-	20 47
Calgary	2+ 4 9+	16 32 38 49 54
Cardston		22+
Claresholm		36
Coronation	10	41
Coutts Milk River	4-	24+
Drumheller	12	19 24 53
Etzikom	12+	31
Forestburgh		27-
Fort MacLeod		19+ 25
Hanna		25+
High River		44
Innisfail		42+
Lacombe		44-
Lethbridge	7 10- 13+	17 23+ 28 50
Lougheed	7-	16-
Medicine Hat	6- 8	21- 34+ 51
Olds		30+
Oyen	2-	23-
Pincher Creek		42
Pivot	4+	
Provost		18 35
Raymond		20-
Red Deer	6+ 8+	20 26 31-
Rocky Mountain House		19-
Rosemary	11	
Stettler		34-
Taber		15-
Vulcan		27

BRITISH COLUMBIA COLOMBIE-BRITANNIQUE

Armstrong		26-
Ashcroft		49+
Bonnington	13+	
Burns Lake	4+	
Campbell River	7- 11	14- 51
Canal Flats	12	
Cassiar	7	
Castlegar		41
Chilliwack	3	14+ 30 36 47+
Clinton	9+	
Comox		20+ 54+
Courtenay	9- L(1) 13	49
Cranbrook	3+ 10 13 L(2)	24 43 59+
Crawford Bay	5 L(3)	
Creston	3 L(4)	44+
Duncan		54

City Ville	BRITISH COLUMBIA (cont'd) COLOMBIE-BRITANNIQUE (suite) Canal VHF Channel	Canal UHF Channel
Enderby		
Fernie	8 L(5)	16 47 53
Fort Fraser	6	21+ 51+
Fort St James		
Golden	13	16
Grand Forks		41+
Hope		36-
Houston	2+	38
Kamloops	4+ 6+	23
Kelowna	2 5-	22- 44 50+
Kimberley		21 45 51 69+
Kinnaird		27
Kitimat		19
Lake Cowichan		14 19
Lillooet		48
Merritt		23+
Nanaimo		41-
Natal	11	23 50 60 69
Nelson	3+ 9 L(6)	50-
Oliver	3+ 8	43+
Osoyoos		49-
Parksville		44-
Peachland		29-
Pemberton	4- L(7)	
Penticton	10 13	17 23
Port Alberni	3+	36+ 41
Port Hardy	6 8	15
Powell River		22 33 43-
Prince Rupert	6+ 7	15 20
Princeton		35+
Radium		28 52+
Revelstoke		43-
Rossland		32
Salmon Arm	9-	34+
Smithers	5+	15+
Sparwood		33
Spillimacheen		69
Squamish		35
Summerland		48+
Terrace	3 11	22 27
Trail	8+ 11	14
Vancouver	2+ 8+	15 L(8) 21- 26 32 42 52 58 63 L(9) 68 L(10)
Vanderhoof		18
Vernon	7- 12	24- 42+
Victoria	6 10+	29 40 46 66
Warfield		30
Whistler	13+	
Williams Lake		15
Woss Camp	12	

MANITOBA

City Ville	Canal VHF Channel	Canal UHF Channel
Alonsa		14 24+ 34 46
Altona		34+
Beausejour		23+
Birch River-Harte Mt	4- 10-	17 45+
Boissevain		29
Brandon	2- L(11) 4+ 5+	21+ 27 43
Carberry		49+
Carman		31
Dauphin-Baldy Mountain	6- 8 12-	15+ 18+ 26
Fairford	7-	40-
Fisher Branch	8- 10+	32 43-
Foxwarren	9 11	28+ 33 50
Gimli		19
Jackhead	5	23
Killarney		19+
Lac du Bonnet	4 5-	15+ 21 26- 39
Little Grand Rapids	9-	
Manigotagan		22
Matheson Island		18 29 41 47
McCreary	11-	
Melita	9+	48+
Minnedosa		17+
Morden-Winkler		50
Neepawa		39+
Oak Lake		32
Pembina Valley		18 28- 41- 47+
Pine Falls	11-	
Portage la Prairie		40 53+
Roblin		48-
Russel		22
Ste Rose du Lac	3+	38
Selkirk		17
Steinbach		45
Swan River		29-
Vassar		24+ 29 41+ 47- 53
Virden		35
West Hawk		22- 28 40+ 46
Winnipeg	3- 6- 7+ 9+ 13+	25+ 36 42 48 54 65

NEW BRUNSWICK NOUVEAU-BRUNSWICK

Allardville	3	51+
Bathurst		28+ 50-
Bon Accord	6-	43
Buctouche		49-
Campbellton	4- 7- 12	23- 35
Caraquet		20+ 54
Chatham	6	40
Chipman		24

City Ville	Canal VHF Channel	Canal UHF Channel
NEW BRUNSWICK (cont'd) NOUVEAU-BRUNSWICK(suite)		
Dalhousie		55+
Dorchester		50+
Edmundston	4- 13+	26 36
Fredericton	5- L(12)	17 41+ 47- 53 59+
Grand Falls		45
Hoàdas		28- 51-
Milltown		32+
Moncton	2 7 11	16+ 27 33- 39 44+
Newcastle		34-
Oromocto		31-
Perth		30+
Richibucto		55-
Sackville		66
Saint John	4+ 9+	17 23+ 29 35+ 69+
St Andrews		24+
St Leonard		18
St Quentin		52+
St Stephen		20+
Salisbury		21
Shediac		62
Shippegan		43-
Sussex		57
Tracadie		30-
Woodstock	3+	50
NORTHWEST TERRITORIES TERRITOIRES DU NORD-OUEST		
Fort McPherson	13	
Inuvik	5	
NOVA SCOTIA NOUVELLE-ECOSSE		
Amherst		22 56
Annapolis Royal		49+
Antigonish	2	50
Bridgetown		15-
Bridgewater	9-	36
Caledonia	6+	21+ 42+
Canning	10	
Digby		18+ 52- 58
Halifax	3 5 13 L(13)	20- 26 32 38+ 43- 48+ 54
Kentville		30
Liverpool	12	31+
Lunenburg		60
Middleton	8-	46

NOVA SCOTIA(cont'd) NOUVELLE-ECOSSE(suite)

City Ville	Canal VHF Channel	Canal UHF Channel
New Glasgow	4-	15 34+ 47+
Parrsboro		28
Pictou		68
Sheet Harbour	11+	29+
Shelburne	7+ L(14)	28+
Springhill		61
Tatamagouche		58+
Truro		18 55
Windsor		51
Yarmouth	3- 11-	40 45- 50-

ONTARIO

Armstrong	10	
Arnprior		20
Atikokan	7-	23+
Bancroft	2+ L(15)	
Barrie	3+	14 24- 33- 46- 55+
Barry's Bay		19+ 39
Belleville-Deseronto	6-	15- 35- 53+ 64+ 69
Blind River		18
Brantford		34+L(16)
Brockville		45+
Chapleau	7+ 13+	33
Chatham		16- 48L(17) 59L(18)
Cobourg		66
Collingwood		42
Cornwall	8+ L(19)	31- 41+ 47 52- 63+
Deep River		52
Driftwood		22-
Dryden	4+ 6 9-	24
Elliot Lake	3 7- 12+	21+
Espanola		22-
Exeter		14+
Forest		34-
Fort Frances	5	15 25
Gananoque		28-
Geraldton	7- 13+	
Goderich		39+
Gogama		23 29-
Golden Lake		41- 47-
Guelph		30- 36+
Haliburton	5 L(20)	
Hamilton	11+	65
Hanover		50
Hearst	4- 5+ 7	
Huntsville	8+ L(21) 11-	

ONTARIO (cont'd) (suite)

City Ville	Canal VHF Channel	Canal UHF Channel
Kapuskasing	2+ 10 12	19+ 41+
Kenora	2+ 8 13+ L(22)	16 38+
Kingston	11-	19 32- 38 48 58
Kirkland Lake-Kearns	2 11	
Kitchener	13+	28L(23) 52+ 61-L(24)
London	10	18L(25) 40 53L(26) 69+
Manitoulin		16+
Manitouwadge	8+	15 20-
Marathon	11-	
Mattawa		26 48
Maynooth		51+
McArthur's Mills		33-
Midland		51
Niagara Falls		39 55
Nipigon		16 26
North Bay	4- 6+ 10-	32+ 45+ 50+
Opasatika		30+
Orillia		43
Oshawa		16+
Ottawa-Hull	4+ 6 9+ 13+	14- 24 30+ 40 49 60+ 65
Owen Sound		20-
Paris	6+	
Parry Sound		31-
Pembroke	5+	17-
Penetanguishene		34-
Peterborough	12+	18- 27 44 54
Pickle Lake	9	
Prescott		27+
Red Lake	7 10-	
Renfrew		22
St Catherines		60
St Thomas		64-
Sarnia-Oil Springs		17+ 29+L(27) 42-L(28) 51+L(29) 63+L(30) 68
Sault Ste Marie	2- 5	20 26- 38- 44 54+
Sioux Lookout	12+	
Smiths Falls		36
Stratford		44+
Sturgeon Falls	7	29+
Sudbury	5 9+ 13-	19 25- 30 35+ 41+ 47 52-
Temagami		15 44+
Thessalon		36
Thunder Bay	2 4- 9 12	14- 25- 30- 41-
Timmins	3- 6 7- 9-	26+ 48+ 54-
Tobermory		17- 26 43+
Toronto	5 L(31) 9	19- 25 41 47+ 57 63-L(32) 68+
Trenton		26-
Uxbridge		22+

ONTARIO(cont'd) (suite)

City Ville	Canal VHF Channel	Canal UHF Channel
Vermillion		14 20+
Wawa	9+	16 21- 27
Welland		20L(33)
White River	12-	
Wiarton	2-	
Windsor	9-	22-L(34) 26-L(35) 32+ 54L(36) 60-L(37)
Wingham	8-	45
Woodstock		31

PRINCE EDWARD ISLAND ILE-DU-PRINCE-EDOUARD

Charlottetown	8+ 13+	25 31 42 52+
Elmira	11-	
Souris		19+
St Edward-St Louis	4 9+	
Summerside		36+ 65

QUEBEC

Alma		16+ 32+ 48+
Asbestos		47-
Baie Comeau	7-	28 34+ 40+ 52
Baie St Paul		18+
Baie Trinite	12-	17
Bearn Fabre	3	18+ 27+
Buckingham		19+
Cabano		48-
Carleton	5 9-	15+
Chapeau	11+	23+ 35
Chicoutimi	2+ 6	24 35 40 58
Clermont		41
Coaticook		62-
Cowansville		65+
Dolbeau		51+
Donnaconna		25-
Dorchester County	6 L(38)	
Drummondville		36+ 53
Estcourt		23
Forestville		25
Gaspe	13-	
Gaspe Nord	5+	
Granby		27- 54 59+
Grand Fonds		31 54+

QUEBEC (cont'd) (suite)

City Ville	Canal VHF Channel	Canal UHF Channel
Grande Vallee	6-	
Hull (see Ottawa-Hull)		
Joliette		43
Jonquiere	12+	14- 19- 53-
Lac Etchemin		17+ 55+
Lac Megantic		68+
La Pocatiere		28
La Tuque	3- 9-	26+ 49-
Lithium Mines(see Val D'Or)		
Magog		30 68
Manicouagan	10	
Matane	6+	14+ 43+
Mont Climont	13	
Mont Joli		16- 27- 33- 39- 45-
Mont Laurier	3+	21- 27 54+
Mont St Michel		16+ 33+ 38+
Mont Tremblant	11	
Montmagny		57- 68+
Montreal	2 6+ 10 12	17 23 29 35+ 46
Mt. Louis en Haut		51- 56 62
Murdochville	10-	19 29
New Carlisle		21+ 31+ 47
Perce	2+	32- 45
Plessisville		53-
Quebec	2+ L(39) 4 5- 11+	29+
Rapides des Joachims	8-	15- 20 33 38 65-
Rimouski	3- 11-	
Riviere au Renard	7	22 51
Riviere du Loup	7+ 9+	
Roberval	8+ 10	29- 50- 59
Ste Adele		45-
Ste Anne des Monts	8- L(40)	15
Ste Marguerite-Marie	2-	
St Fabien de Panet	13 L(41)	
St Felicien		43+
St Georges-de-Beauce		19+
St Hyacinthe		48-
St Jean-Iberville		25
St Jerome	4	26
St Michel des Saints	7+	
St Pamphile	3+	
St Prosper		50+
St Rene de Matane		30 41-
Sept Iles	3 9+ 11+ 13+	36+ 48+
Shawinigan		18- 66
Sherbrooke	7 9 L(42)	14+ 24+ 50 60
Sorel		19- 64 69-
Temiscaming	12-	22 28+ 40+ 53
Thetford Mines		21 32 42 52 61

QUEBEC (cont'd) (suite)

City Ville	Canal VHF Channel	Canal UHF Channel
Trois Pistoles		42+
Trois Rivieres	8 L(43) 13-	16- 28 39L(44) 45
Valleyfield		68+
Victoriaville		34- 58+ 63
Ville de la Baie	9	30+

SASKATCHEWAN

Assiniboia		23-
Bellegarde		26- 54+
Biggar		29+
Broadview		49-
Canora		32-
Carlyle Lake	7+	47-
Colgate	12	48
Cypress Hills	2+	
Davidson		14+ 54
Esterhazy		19 25 41
Estevan		33+
Eston		22+
Fort Qu'Appelle		27
Gravelbourg		39- 45+
Greenwater Lake	4	26+
Humboldt		22
Indian Head		21+
Kamsack		54-
Kindersley		54+
Maple Creek		16+
Marengo		15 26-
Melville		17-
Moose Jaw-Marquis	4- 7-	16 26 42
Moosomin		36+
Norquay	7- 13	46+
Oxbow		34+
Ponteix	3	22
Regina	2 9- 13-	18 24+ 29 46
Riverhurst	10-	25 43
Rosetown		40
St Brieux	7+	19-
Saskatoon	8+ 11 13	17 23 28 33
Shaunavon	7+	15+
Stranraer	3- 9	24-
Swift Current	5- 12-	30 36
Unity		27
Warmley	3-	
Watrous		36-

SASKATCHEWAN (cont'd) (suite)

City Ville	Canal VHF Channel	Canal UHF Channel
Weyburn		32+
Wilkie		16+
Willow Bunch	6- 10+	21
Wynyard	6 12+	41+
Yorkton	5- 10	14 34

YUKON

City Ville	Canal VHF Channel	Canal UHF Channel
Clinton Creek	8	22
Dawson	3 10	14 19
Elsa	9	15
Faro	8	15+
Keno Hill	13	20
Mayo	7	23
Watson Lake	8+	14-
Whitehorse	2+ 6	14 19

L(1) Limitation of 8.9 kW ERP, 147 metres EHAAT, with specified pattern to protect KCTS Seattle, Washington.

L(2) Limitation to protect KGVO-TV Missoula, Montana.

L(3) Limitation of 1 kW ERP and 31 metres EHAAT.

L(4) Limitation of 790 watts ERP at 610 metres EHAAT.

L(5) Limitation to protect KPAX-TV Missoula, Montana.

L(6) Limitation of 1.37 kW ERP, 427 metres EHAAT to protect KCFW-TV Kalispell, Montana.

L(7) Limitation to protect KOMO-TV Seattle Washington.

L(8) Limited to 1 Megawatt at 305 metres EHAAT or the equivalent in the direction of channel 15+ Centralia, Washington allotment.

L(9) Limited to 1 Megawatt at 305 metres EHAAT or the equivalent in the direction of channel 64 Bellingham, Washington allotment.

L(10) Approved site: 49-21-12 N.L. 122-57-18 W.L.

L(11) Brandon site to be located no less than 274 km from co-channel assignment at Grand Forks, North Dakota with site coordinates 48-08-24 N.L. 97-59-38 W.L. and limited to 100 kW maximum ERP and 305 metres EHAAT, or the equivalent, in the general direction of Grand Forks North Dakota.

L(12) Limitation to protect WABI-TV Bangor, Maine

L(13) Limitation to protect WMED-TV Calais, Maine. Moreover, this channel shall not prejudice the future use of channel 13- at Calais, Maine.

L(1) PAR et HEASM limitées à 8.9 kW et 147 m, avec le diagramme prescrit pour protéger KCTS Seattle (Wash.)

L(2) Limitation pour protéger KGVO-TV Missoula (Mont.)

L(3) PAR et HEASM limitées à 1 kW et 31 m.

L(4) PAR et HEASM limitées à 790 W et 610 m.

L(5) Limitation pour protéger KPAX-TV Missoula (Mont.)

L(6) PAR et HEASM limitées à 1.37 kW et 427 m pour protéger KCFW-TV Kalispell (Mont.)

L(7) Limitation pour protéger KOMO-TV Seattle (Wash.)

L(8) PAR et HEASM limitées à 1 MW et 305 m ou l'équivalent dans la direction de l'allotissement du canal 15+ Centralia (Wash.)

L(9) PAR et HEASM limitées à 1 MW et 305 m ou à l'équivalent dans la direction de l'allotissement du canal 64 Bellingham (Wash.)

L(10) Emplacement approuvé: 49° 21' 12" de latitude nord, 122° 57' 18" de longitude ouest.

L(11) L'emplacement de Brandon ne doit pas être à moins de 274 km du canal commun assigné à Grand Forks (N.D.), à 48° 8' 24" de latitude nord et 97° 59' 38" de longitude ouest, avec une PAR et une HEASM limitées à 100 kW et 305 m ou l'équivalent dans la direction générale de Grand Forks (N.D.)

L(12) Limitation pour protéger WABI-TV Bangor (Maine)

L(13) Limitation pour protéger WMED-TV Calais (Me). De plus, ce canal ne doit pas nuire à l'exploitation future du canal 13 à Calais (Me).

L(14) Limitation of 14 dBk at 549 metres (or equivalent) to protect WVII-TV Bangor Maine.

L(15) Limitation to protect WGR-TV Buffalo, New York. Assignment to be located no less than 274 km from WGR-TV.

L(16) Short spaced allotment to be specially negotiated with the United States.

L(17) Approved site: 42-27-00 N.L. 82-05-00 W.L.

L(18) Approved site: 42-27-00 N.L. 82-05-00 W.L.

L(19) Assignment to be located not less than 274 km from WMTW-TV Portland Spring, Maine. Assignment ERP over sector encompassing the Northern and Southern limits of Lake Champlain not to exceed equivalent of 50 kW at 153 metres EHAAT.

L(20) Limitation of 310 watts maximum ERP and 100 watts equivalent nondirectional ERP with specified antenna pattern and 45 metres EHAAT. Also limitation to protect WPTZ North Pole, New York and WTVH Syracuse, New York.

L(21) Limitation to protect WROC-TV Rochester, N.Y.

L(22) Limitation to protect WIRT Hibbing, Minnesota.

L(23) Approved site: 43-15-35 N.L. 80-26-39 W.L.

L(24) Approved site: 43-27-00 N.L. 80-36-08 W.L. Short spaced allotment to be specially negotiated with the United States.

L(25) Approved site: 42-57-20 N.L. 81-21-20 W.L.

L(14) PAR et HEASM limitées à 14 dBk et 549 m (ou l'équivalent) pour protéger WVII-TV Bangor (Me.)

L(15) Limitation pour protéger WGR-TV Buffalo (N.Y.) L'assignation ne doit pas être à moins de 274 km de la station WGR-TV.

L(16) Allotissement à écart insuffisant qui doit faire l'objet de négociations particulière avec les Etats-Unis.

L(17) Emplacement approuvé: 42° 27' 00" de latitude nord, 82° 05' 00" de longitude ouest

L(18) Emplacement approuvé: 42° 27' 00" de latitude nord, 82° 05' 00" de longitude ouest.

L(19) L'assignation ne doit pas être à mois de 274 km de la station WMTW-TV Portland Spri (Me.) La PAR et la HEASM de l'assignation dans un secteur englobant les limites nord et sud du lac Champlain ne doivent pas dépasser 50 kW et 153 m ou l'équivalent.

L(20) PAR limitée à 310 W ou, dans le cas d'une antenne non directive, à 100 W ou l'équivalent, avec diagramme de rayonnement d'antenne prescrit et HEASM limitée à 45 m. Aussi, limitation pour protéger WPTZ North Pole (N.Y.) et WTVH Syracuse (N.Y.)

L(21) Limitation pour protéger WROC-TV Rochester (N.Y.)

L(22) Limitation pour protéger WIRT Hibbing (Min.)

L(23) Emplacement approuvé: 43° 15' 35" de latitude nord, 80° 26' 39" de longitude ouest.

L(24) Emplacement approuvé: 43° 27' 00" de latitude nord, 80° 36' 08" de longitude ouest. Un allotissement à faible espacemen doit faire l'objet de négociations particulières avec les Etats-Unis.

L(25) Emplacement approuvé: 42° 57' 20" de latitude nord, 81° 21' 20" de longitude ouest.

L(26) Short spaced allotment to be specially negotiated with the United States.

L(27) Approved site: 42-43-21 N.L. 82-10-00 W.L.

L(28) Approved site: 42-42-53 N.L. 82-08-12 W.L.

L(29) Approved site: 42-42-53 N.L. 82-08-12 W.L.

L(30) Assignment to be located not less than 93 km from WTVS, channel 56, Detroit and 85 km from WGPR-TV, channel 62, Detroit, Michigan.

L(31) Limitation to protect WTVH Syracuse, New York

L(32) Approved site: 43-38-33 N.L. 79-23-15 W.L. Short spaced allotment to be specially negotiated with the United States.

L(33) Assignment to be located not less than 31 km from WNED-TV, channel 17, Buffalo, New York

L(34) Approved site: 42-08-00 N.L. 82-45-42 W.L.

L(35) Approved site: 42-17-42 N.L. 83-05-00 W.L.

L(36) Assignment to be located not less than 32 km from WGPR-TV, channel 62, Detroit, Michigan.

L(37) Assignment to be located not less than 32 km from WGPR-TV, channel 62, Detroit, Michigan, and 97 km from channel 46+, Port Huron, Michigan.

L(38) Limited to protect WCSH-TV Portland, Maine.

L(26) Allotissement à faible espacement qui doit faire l'objet de négociations particulières avec les Etats-Unis.

L(27) Emplacement approuvé: 42° 43' 21" de latitude nord, 82° 10' 00" de longitude ouest.

L(28) Emplacement approuvé: 42° 42' 53" de latitude nord, 82° 08' 12" de longitude ouest.

L(29) Emplacement approuvé: 42° 42' 53" de latitude nord, 82° 08' 12" de longitude ouest.

L(30) L'assignation ne doit pas être à moins de 93 km de la station WTVS, canal 56, Detroit, ni à moins de 85 km de la station WGPR-TV, canal 62, Detroit (Mich.)

L(31) Limitation pour protéger WTVH Syracuse (N.Y.)

L(32) Emplacement approuvé: 43° 38' 33" de latitude nord, 79° 23' 15" de longitude ouest. Allotissement à écart insuffisant qui doit faire l'objet de négociations particulières avec les Etats-Unis.

L(33) L'assignation ne doit pas être à moins de 31 km de la station WNED-TV, canal 17, Buffalo (N.Y.)

L(34) Emplacement approuvé: 42° 08' 00" de latitude nord, 82° 45' 42" de longitude ouest.

L(35) Emplacement approuvé: 42° 17' 42" de latitude nord, 83° 05' 00" de longitude ouest.

L(36) L'assignation ne doit pas être à moins de 32 km de la station WGPR-TV, canal 62, Detroit (Mich.)

L(37) L'assignation ne doit pas être à moins de 32 km de la station WGPR-TV, canal 62, Detroit (Mich.), ni à moins de 97 km de la station de Port Huron (Mich.), canal 46+.

L(38) Limitation pour protéger WCSH-TV Portland (Maine)

L(39) Site to be located no less than 274 km from WLBZ-TV Bangor, Maine.

L(40) Limitation of 100 kW and 457 metres EHAAT at site 49-08-06 N.L. 66-20-12 W.L. to protect WAGM-TV Presques Isle, Maine.

L(41) Limitation of 45 watts toward WMED-TV Calais, Maine and maximum effective radiated power of 1.114 kW at 25 and 240 degrees azimuth at 148 metres EHAAT. Moreover, this channel shall not prejudice the future use of 13- at Calais, Maine.

L(42) Limited to 5 kW ERP in the direction of co-channel station WMUR-TV Manchester, New Hampshire, with EHAAT 618 metres, or the equivalent, and specified directional antenna radiation pattern.

L(43) Limitation of 12.5 kW maximum ERP and 196 metres EHAAT.

L(44) Approved site: 46-29-27-N.L. 72-39-00 W.L.

L(39) L'emplacement de Québec ne doit pas être à moins de 274 km de WLBZ-TV Bangor (Me.)

L(40) PAR et HEASM limitées à 100 kW et 457 m à 49° 08' 06" de latitude nord et 66° 20' 12" de longitude ouest pour protéger WAGM-TV Presques Isle (Me.)

L(41) Puissance limitée à 45 W dans la direction de WMED-TV Calais (Me.) avec une PAR limitée à 1.114 kW à 25 et 240 degrés d'azimut, à une HEASM de 148 m. De plus, ce canal ne doit pas nuire à l'exploitation éventuelle du canal 13 à Calais (Me.)

L(42) PAR et HEASM limitées à 5 kW et 618 m ou l'équivalent dans la direction générale de WMUR-TV Manchester (N.H.) qui utilise le même canal et diagramme de rayonnement d'antenne directive prescrit.

L(43) PAR et HEASM limitées à 12.5 kW et 196 m.

L(44) Emplacement approuvé: 46° 29' 27" de latitude nord, 72° 39' 00" de longitude ouest.

TABLE B TABLEAU B

UNITED STATES ÉTATS-UNIS

City - Ville	Canal VHF Channel	Canal UHF Channel
	ALASKA	
Anchorage	2- 4 7- 11 13-	
Fairbanks	2+ 4+ 7+ 9+ 11+ 13+	
Juneau	3 8 10	
Ketchikan	2 4 9	
Seward	3- 9-	
Sitka	13	
	CONNECTICUT	
Bridgeport		43- 49-
Hartford	3+	18- 24 61+
New Britain		30+
New Haven	8+	59+ 65
New London		26+
Norwich		53
Waterbury		20
	IDAHO	
Coeur d'Alêne		26+
Grangeville		15-
Lewiston	3-	
Moscow	12-	
Sandpoint		16+
	ILLINOIS	
Aurora		60
Chicago	2- 5 7 9+ 11	20 26 32 38- 44
Danville		68
Joliet		14- 66+
Kankakee		54-
	INDIANA	
Anderson		67+
Angola		63
Bloomington	4	30- 63+
Elkhart		28+
Fort Wayne		15+ 33- 39- 55
Ft Wayne-Roanoke		21+
Gary-St. John		50
Gary		56+
Hammond		62+
Indianapolis	6 8- 13-	20- 40 59- 69

City - Ville	Canal VHF Channel	Canal UHF Channel
	INDIANA (Cont'd)	
Kokomo		29-
Lafayette		18 24
Madison		60+
Marion		23
Muncie		17+ 49
Richmond		43+
South Bend		16 22 34- 46
	KENTUCKY	
Ashland		25- 61+
Covington		54+
Morehead		38+
Owenton		52+
	MAINE	
Augusta	10-	
Bangor	2- 5+ 7-	
Calais	13-L(1)	
Fort Kent		46+
Fryeburg		18+
Houlton		25+
Kittery		34
Lewiston	8-	35-
Millinocket		44-
Orono	12-	
Portland	6- 13+	26- 51
Presque Isle	8 10+	
Rumford		43+
	MARYLAND	
Cumberland		52+ 65
Frederick		62
Hagerstown		25- 31
Oakland		36+
	MASSACHUSETTS	
Boston	2+ 4- 5- 7+	25+ 38 44+ 68+
Boston-Cambridge		56
Greenfield		32+
Middleton		62
New Bedford	6+	28- 47-
North Adams		19 35
Pittsfield		51+
Springfield		22 40 57+
Worcester		14 27 48+ 66

City - Ville	Canal VHF Channel	Canal UHF Channel
	MICHIGAN	
Alpena	6 11	
Ann Arbor		31+ 58+
Bad Axe		15-
Battle Creek		41+
Bay City	5-	19+ 61+
Cadillac	9	27
Calumet	5-	22-
Cheboygan	4+	
Detroit	2+ 4 7-	20+ 50- 56 62
East Lansing		23- 69-
Escanaba	3+	
Flint	12-	28- 66-
Grand Rapids	8+ 13+	17 35+
Iron Mountain	8-	*17+
Ironwood		15- 24+
Jackson		18+
Kalamazoo	3-	52+ 64
Lansing	6-	47 53-
Manistee		21
Manistique		15+
Marquette	6- 13	19
Mount Clemens		38+
Mount Pleasant		14
Muskegon		54+
Onondaga	10-	
Petoskey		23+
Port Huron		46+
Saginaw		25- 49-
Sault Ste. Marie	8 10+	32-
Traverse City	7+	29-
West Branch		24
	MINNESOTA	
Alexandria	7	24
Appleton	10-	
Bemidji	9	26+
Brainerd		22
Crookston		33
Duluth	3 8 10+	21+ 27-
Ely		17-
Hibbing	13-	18-
International Falls	11	35+
Minneapolis-St. Paul	2- 4 5- 9+ 11-	17 23+ 29+
St. Cloud		19 25- 41
Thief River Falls	10	
Wadena		20-
Walker	12-	
Willmar		14-

*Non commercial education station

City - Ville	Canal VHF Channel	Canal UHF Channel
	MONTANA	
Billings	2 8 11	14 20+
Bozeman	7- 9	
Butte	2- 4 6+	18 24
Cutbank		14-
Dillon		14+
Glendive	5+ 13+	16-
Great Falls	3+ 5+	16 26 32-
Hardin	4+	
Havre	9+ 11+	18-
Helena	10+ 12	15+
Joplin		35- 48 54-
Kalispell	9-	29-
Lewistown	13	
Miles City	3- 6 10	
Missoula	8- 11- 13-	17- 23-
Wolf Point		17+
	NEW HAMPSHIRE	
Berlin		40-
Concord		21+
Durham	11	
Hanover		15+
Hanover-Lebanon		31
Keene		52+
Littleton		49+
Manchester	9-	50- 60+
Portsmouth		17-
	NEW JERSEY	
Little Falls		50+
Newark	13-	68
New Brunswick		19- 47+ 58
Paterson		41-
	NEW YORK	
Albany	10- 13	
Amsterdam		39+ 55
Binghamton	12-	34 40- 46+
Buffalo	2 4- 7+	17 23 29- 49-
Corning		30
Elmira		18+ 36-
Glens Falls		58-
Ithaca		52 65+
Jamestown		24+ 46
Kingston		63
Lake Placid	5	34+

City - Ville	Canal VHF Channel	Canal UHF Channel
NEW YORK (Cont'd)		
Massena-Norwood		18
Oneonta		15 42
Plattsburg		57
Poughkeepsie		54+
Rochester	8 10+ 13-	21 31+ 61+
Schenectady	6	17+ 23- 29+ 45
Syracuse	3- 5- 9-L(2)	24+ 43+ 62+
Utica	2-L(3)	20+ 33 59
Watertwon	7-	16 50+
NORTH DAKOTA DAKOTA DU NORD		
Bismarck	3 5 12-	17- 26+
Devils Lake	8+	22+
Dickinson	2+ 7 9-	
Ellendale		19-
Fargo	6 11+ 13	15-
Grand Forks	2L(4)	14+ 27+
Jamestown	7-	23
Minot	6+ 10- 13-	14- 24
Pembina	12L(5)	
Valley City	4-	
Williston	4 8- 11-	15-
OHIO		
Akron		23+ 49+ 55-
Alliance		45+
Ashtabula		15
Athens		20
Bowling Green		27+
Cambridge		44-
Canton		17- 67
Chillicothe		53
Cincinnati	5- 9 12	19+ 48- 64-
Cleveland	3 5+ 8	19 25+ 61
Columbus	4- 6+ 10+	28- 34 56-
Dayton	2 7+	22+ 45
Dayton-Kettering		*16+
Defiance		65+
Hillsboro		24+
Lima		35- 44+ 57+
Lorain		43-
Mansfield		47+ 68-
Newark		31- 51
Oxford		14+
Portsmouth		30 42-
Sandusky		52

*Non commercial educational channel

City - Ville	Canal VHF Channel	Canal UHF Channel
	OHIO (Cont'd)	
Springfield		26+ 66
Steubenville	9+	62+
Toledo	11- 13	24- 30+ 36-
Youngstown		21- 27 33 58
Zanesville		18-
	OREGON	
Astoria		21
Corvallis	7-	
La Grande	13+	16
Portland	2 6+ 8- 10 12	24+ 30 40-
Salem	3+	22 32
The Dalles		17-
	PENNSYLVANIA PENNSYLVANIE	
Allentown		39 69
Altoona	10-	23- 47 57+
Bethlehem		60-
Clearfield	3+	
Erie	12	24 35+ 54+ 66+
Greensburg		40+
Harrisburg		21+ 27- 33+
Hazleton		56
Johnstown	6 8-	19+ 28+
Lancaster	8+	
Lancaster-Lebnon		15+
Lebanon		59-
Pittsburgh	2- 4+ 11 13-	16 22 53+
Reading		51
Scranton		16- 22- 38+ 44- 64
State College		29+ 55+
Wilkes Barre		28
Williamsport		20-
York		43 49+
	RHODE ISLAND	
Providence	10+ 12+	16 36 64+
	SOUTH DAKOTA DAKOTA DU SUD	
Aberdeen	9-	16-
Lowry	11-	56 62+ 68-
	VERMONT	
Burlington	3	22+ 33-
Ruthland		28+
St. Johnsbury		20-
Windsor		41

City - Ville	Canal VHF Channel	Canal UHF Channel
	WASHINGTON	
Anacortes		24
Bellingham	12+	34 64
Centralia		15+
Everett		16-
Kennewick		42+
Pasco		19-
Pullman	10-	
Richland		25 31
Seattle	4 5+ 7 9	22+ 28+
Spokane	2- 4- 6- 7+	22 28-
Tacoma	11+ 13-	20 56 62
Vancouver		14 49-
Walla Walla		14-
Wenatchee		18+ 27
Yakima		23+ 29+ 35 47
	WEST VIRGINIA VIRGINIE-OCCIDENTALE	
Charleston	8+ 11+	23 29 49-
Clarksburg	12+	46-
Fairmont		66-
Huntington	3+ 13+	33+
Keyser		48+
Martinsburg		44
Morgantown		24-
Parkersburg		15- 39+ 57
Weirton		50+
Weston	5	
Wheeling	7	14 41
	WISCONSIN	
Appleton		32+
Colfax		28-
Eau Claire	13+	18
Green Bay	2+ 5+ 11+	26+ 38
Kenosha		55-
Manitowoc		16+
Milwaukee	4- 6 10+ 12	18- 24+ 30 36
Oshkosh		22+
Park Falls		36+
Racine		49+
Rhinelander	12+	
Suring		14-
Sheboygan		28
Superior	6+	40
Wausau	7- 9	20+ 33-

L(1) Limitation to protect CJBR-TV-1, Edmundston, N.B.

L(2) Limitation of 20 dBk at 305 m (1000 ft) EHAAT.

L(3) Limitation to protect CBFT Montreal, P.Q. signal at Canada-U.S.A. border.

L(4) Limited to 100 kW maximum ERP and 305 m (1000 feet) EHAAT, or the equivalent, in the general direction of Brandon, Manitoba.

L(5) Limitation of 25 dBk at 427 m (1400 feet) without prejudice to future location of Winnipeg Ch. 13 assignment.

L(1) Limitation pour protéger CJBR-TV-1, Edmundston (N.-B.).

L(2) Limitations: 20 dBk et 305 m (1000 pieds) HEASM.

L(3) Limitation pour protéger les signaux de CBFT, Montréal (Qué.), à la frontière canado-américaine.

L(4) Limitation de 100 kW de puissance rayonnée maximale et de 305 m (1000 pieds) HEASM ou l'équivalent, en direction générale de Brandon (Man.

L(5) Limitation de 25 dBk à 427 m (1400 pieds) sans nuire à la location future de l'assignation du canal 13 à Winnipeg.

French Text of the Canadian Note

Canadian Embassy Ambassade du Canada

WASHINGTON, le 26 février 1982

n° 77

Monsieur le Secrétaire d'Etat,

J'ai l'honneur de me référer à l'échange de notes datées des 23 avril et 23 juin 1952 entre le Canada et les Etats-Unis d'Amérique constituant un accord au sujet de l'attribution de canaux de télévision et aux discussions entre les représentants des organismes intéressés de nos deux Gouvernements en ce qui a trait à l'attribution du spectre radioélectrique dans la bande UHF. Nos représentants respectifs suggèrent les amendements suivants à l'accord ci-haut mentionné.

La bande de 806 à 890 MHz, laquelle comprend les canaux de télévision 70 à 83, ne sera plus utilisée pour la télédiffusion mais sera dorénavant attribuée au service de radiocommunications mobiles. Cette bande sera utilisée conformément aux termes de l'Arrangement entre le ministère des Communications et la Federal Communications Commission constituant l'Annexe I de cette note. A un moment opportun, cet Arrangement sera annexé à l'Accord relatif à la "Coordination et à l'utilisation des fréquences radiophoniques de plus de trente mégacycles par seconde" tel qu'amendé le 24 juin 1965.

L'allotissement des canaux de télévision dans un corridor de 250 milles (402 km) de chaque côté de la frontière entre le Canada et les Etats-Unis sera conforme aux Tableaux A et B constituant l'Annexe

L'honorable Alexander M. Haig, Jr.,
Secrétaire d'Etat,
Washington, D.C. 20520

II de cette note. Ces Tableaux peuvent être modifiés périodiquement par échange de documents directement entre la Federal Communications Commission et le ministère des Communications tel que prévu au paragraphe H de l'Accord canado-américain sur la télévision de 1952.

Reconnaissant la présence de cinq stations de télévision présentement en service dans le sud de l'Ontario et en Colombie-Britannique dans la bande de 806 à 890 MHz et compte tenu du fait que ces stations utilisent, conformément aux termes de l'Accord canado-américain sur la télévision de 1952, les canaux 78 (854-860 MHz) à Windsor, 76 (842-848 MHz) à Kitchener, 79 (860-866 MHz) à Toronto, 72 (818-824 MHz) à Enderby et 77 (848-854 MHz) à Radium/Hot Springs, les Etats-Unis s'engagent à protéger la réception de ces stations au Canada contre tout brouillage pouvant être causé par les services de radiocommunications utilisant la bande de 806 à 890 MHz. Le Canada s'engage, pour sa part, à assigner de nouvelles fréquences aux trois stations situées en Ontario le plus rapidement possible. Quant aux deux stations situées en Colombie-Britannique, de nouvelles fréquences leur seront assignées dès que leur présence pourra constituer un obstacle aux radiocommunications mobiles le long de la frontière.

Avant qu'on leur assigne une nouvelle fréquence, chacune des stations de télévision doit être protégée en fonction des critères suivants: le champ électrique d'un signal brouilleur d'une station mobile, au contour théorique B (dans les cas où le contour protégé s'étend au-delà de la frontière, la portion de la ligne frontière située à l'intérieur du contour sera

considérée comme constituant le contour B) ne doit pas dépasser 14 dBu pour les fréquences de même canal que celui utilisé par la station de télévision et ne doit pas dépasser 54 dBu dans les deux bandes de garde adjacentes de 6 Mhz. Le champ électrique du signal brouilleur doit être calculé en utilisant les courbes de propagation F (50,10) R6602 en prenant pour acquis une antenne réceptrice d'une hauteur effective de 9.1 mètres.

La présente met fin à l'Arrangement provisoire de coordination des stations de radiocommunications mobiles des Etats-Unis utilisant la bande de 806 MHz à 890 MHz près de la frontière entre le Canada et les Etats-Unis d'Amérique conclu le 13 janvier 1977.

A la demande de l'administration canadienne, les représentants des Etats-Unis et du Canada négocieront des amendements à l'arrangement apparaissant en annexe afin de permettre l'introduction d'un service mobile à satellite dans la bande de 806 à 890 MHz.

Si les propositions ci-dessus sont jugées acceptables par le Gouvernement des Etats-Unis, j'ai l'honneur de proposer que cette note, dont les versions française et anglaise font foi, et votre réponse à cet effet, constituent un accord entre nos deux Gouvernements, ledit accord entrant en vigueur à la date de votre réponse.

Agréez, Monsieur le Secrétaire d'Etat, les assurances renouvelées de ma très haute considération.

l'Ambassadeur,

Allan Gotlieb

ANNEXE I

Arrangement conclu entre le ministère des Communications du Canada et la "Federal Communications Commission" des États-Unis concernant l'utilisation de la bande de 806 à 890 MHz le long de la frontière canado-américaine

1. Portée

Le présent arrangement entre le ministère des Communications du Canada (MDC) et la "Federal Communications Commission" des États-Unis (FCC), ci-après appelés les Agences, traite de l'établissement et de l'exploitation des services radio mobiles terrestres dans la bande de 806 à 890 MHz, le long de la frontière canado-américaine.

L'exploitation des services mobiles maritimes et aéronautiques dans cette bande de fréquences n'est pas prévue par les dispositions de cet arrangement mais sera matière à discussion à la demande de l'une ou l'autre Agence avant leur introduction et en conformité avec le principe énoncé au paragraphe 2.

2. Principe général de partage

La bande de fréquences visée dans le présent arrangement, et toutes les sous-bandes qui la composent, seront partagées également le long de la frontière sauf dans les cas où des dispositions expresses prévoient le contraire.

3. Partage des bandes 806-821 MHz et 851-866 MHz

3.1 Les États-Unis ont, sans restrictions géographiques, l'usage des bandes de fréquences 806,0000 à 809,7500 MHz, 817,2500 à 821,0000 MHz, 851,0000 à 854,7500 MHz et 862,2500 à 866,0000 MHz, dans la partie des zones de partage située sur leur territoire sauf tel que prévu au paragraphe 4.

Le Canada a, sans restrictions géographiques, l'usage des bandes de fréquences 809,7500 à 817,2500 MHz et 854,7500 à 862,2500 MHz, dans la partie des zones de partage située sur son territoire sauf tel que prévu au paragraphe 4.

3.2 Trois zones de partage sont établies, à savoir:

a) La zone de partage I

Cette zone de partage couvre un corridor de 100 km de largeur, situé de chaque côté de la frontière canado-américaine à l'est de 121° 30'0. Les Agences peuvent y employer les bandes de fréquences qui leur sont allouées, sous réserve des limites de puissance apparente rayonnée et de la hauteur effective d'antenne données au tableau A1 de l'Annexe A.

b) La zone de partage II

Cette zone de partage couvre un corridor de 140 km de largeur, situé de chaque côté de la frontière canado-américaine, entre 121° 30' O et 127° O. Les Agences peuvent y employer les bandes de fréquences qui leur sont allotties, sous réserve des limites de puissance apparente rayonnée et de hauteur effective d'antenne données au tableau A2 de l'Annexe A.

c) La zone de partage III:

Cette zone de partage couvre un corridor de 100 km de largeur, situé de chaque côté de la frontière entre l'Alaska et la Colombie britannique et le territoire du Yukon. Les Agences peuvent y employer les bandes de fréquences qui leur sont allotties, sous réserve des limites de puissance apparente rayonnée et de la hauteur effective d'antenne données au tableau A1 de l'Annexe A.

3.3 Zone de protection

La zone de protection couvre un corridor de 40 km de largeur adjacent aux zones de partage I et III. Il n'y a pas de zone de protection adjacente à la zone de partage II.

3.4 Les deux Agences ont plein usage des bandes 806 à 821 MHz et 851 à 866 MHz à l'intérieur de la zone de protection située sur leur territoire respectif, à condition que la puissance apparente rayonnée et la hauteur effective d'antenne des stations de base n'excèdent pas les limites maximales données au tableau A1 de l'Annexe A.

Note: voir la Figure 1

3.5 Plan de répartition des voies à deux fréquences

A l'intérieur des zones de partage et de protection, les Agences doivent utiliser les fréquences conformément à un plan de répartition des voies à deux fréquences, les émetteurs des stations mobiles fonctionnant dans la bande 806 à 821 MHz et ceux des stations de base, dans la bande 851 à 866 MHz.

3.6 Utilisation des bandes 806-821 MHz et 851-866 MHz à l'extérieur des zones de partage et de protection

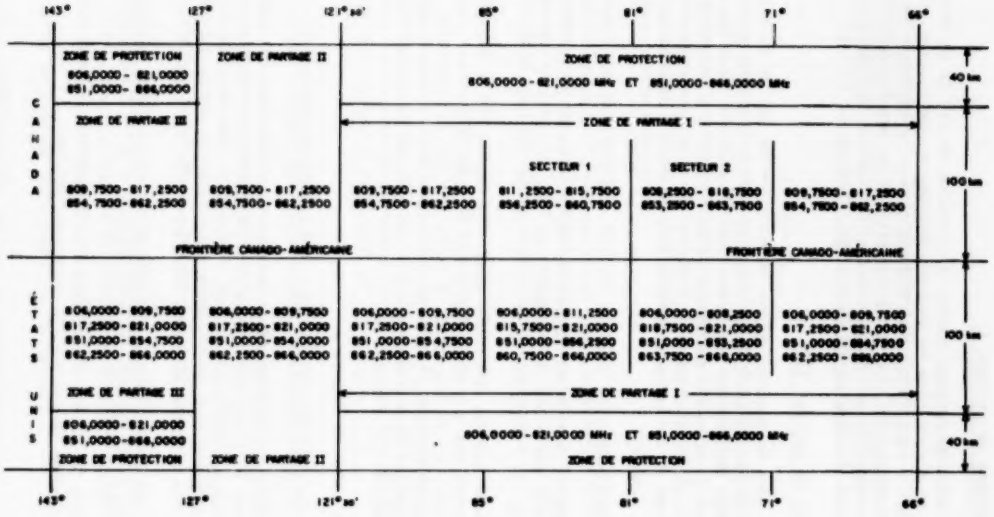
Au delà de 140 km de la frontière canado-américaine, les Agences ont l'usage de ces bandes sans restrictions.

4. Arrangements de partage particuliers

Conscientes des particularités démographiques de la région frontalière, les Agences conviennent de répartir inégalement le spectre entre le Canada et les États-Unis dans les deux secteurs suivants:

Figure 1

ARRANGEMENT CANADO-AMÉRICAIN DE PARTAGE
BANDES DE 806 À 821 MHz ET DE 851 À 866 MHz



REMARQUES:- TOUTES LES FRÉQUENCES SONT EN MÉGAHERTZ.

- LES ZONES DE PROTECTION ET LES ZONES DE PARTAGE I ET III SONT ASSUJETTIES AUX EXIGENCES ÉNONCÉES DANS LE TABLEAU A1 DE L'ANNEXE A.

- LA ZONE DE PARTAGE II EST ASSUJETTIE AUX EXIGENCES ÉNONCÉES DANS LE TABLEAU A2 DE L'ANNEXE A.

4.1 Secteur 1

Le secteur 1 comprend les parties de la zone de partage I du Canada et des États-Unis, qui sont délimitées, à l'ouest, par le 85e méridien ouest et, à l'est, par le 81e méridien ouest.

Dans ce secteur, les États-Unis ont, sans restrictions géographiques, l'usage des bandes 806,0000 à 811,2500 MHz, 815,7500 à 821,0000 MHz, 851,0000 à 856,2500 MHz et 860,7500 à 866,0000 MHz, tandis que le Canada a, sans restrictions géographiques, l'usage des bandes 811,2500 à 815,7500 MHz et 856,2500 et 860,7500 MHz.

Secteur 2

Le secteur 2 comprend les parties de la zone de partage I, aux États-Unis et au Canada, qui sont délimitées, à l'ouest, par le 81e méridien ouest et, à l'est par le 71e méridien ouest.

Dans ce secteur, les États-Unis ont, sans restrictions géographiques, l'usage des bandes 806,0000 à 808,2500 MHz, 818,7500 à 821,0000 MHz, 851,0000 à 853,2500 MHz et 863,7500 à 866,0000 MHz, tandis que le Canada a, sans restrictions géographiques, l'usage des bandes 808,2500 à 818,7500 MHz et 853,2500 à 863,7500 MHz.

Note: voir la Figure 2

4.2 Coordination voulue par des arrangements de partage particuliers

Lorsque des arrangements de partage particuliers entraînent un chevauchement des bandes exclusives des deux pays, les assignations de fréquence projetées dans la partie commune doivent être coordonnées par les deux Agences en conformité avec les procédures prévues à l' Arrangement A annexé à l'Accord relatif à la coordination et à l'utilisation des fréquences radiophoniques de plus de trente megacycles par seconde tel qu'amendé le 24 juin 1965.

4.2.1 Il faut coordonner les assignations de fréquence dans les bandes 808,2500 à 811,2500 MHz, 815,7500 à 818,7500 MHz, 853,2500 à 856,2500 MHz et 860,7500 MHz, dans les régions décrites ci-après:

a) dans la zone géographique du Canada comprise entre 81° O. et la frontière canado-américaine, et délimitée par l'arc d'un cercle de 100 km de rayon, dont le centre est à l'intersection du 81e méridien ouest et de la rive sud du lac Erié, tracé dans le sens des aiguilles d'une montre entre le point d'intersection nord de la circonférence et du 81e méridien ouest et la frontière canado-américaine, et

Figure 2

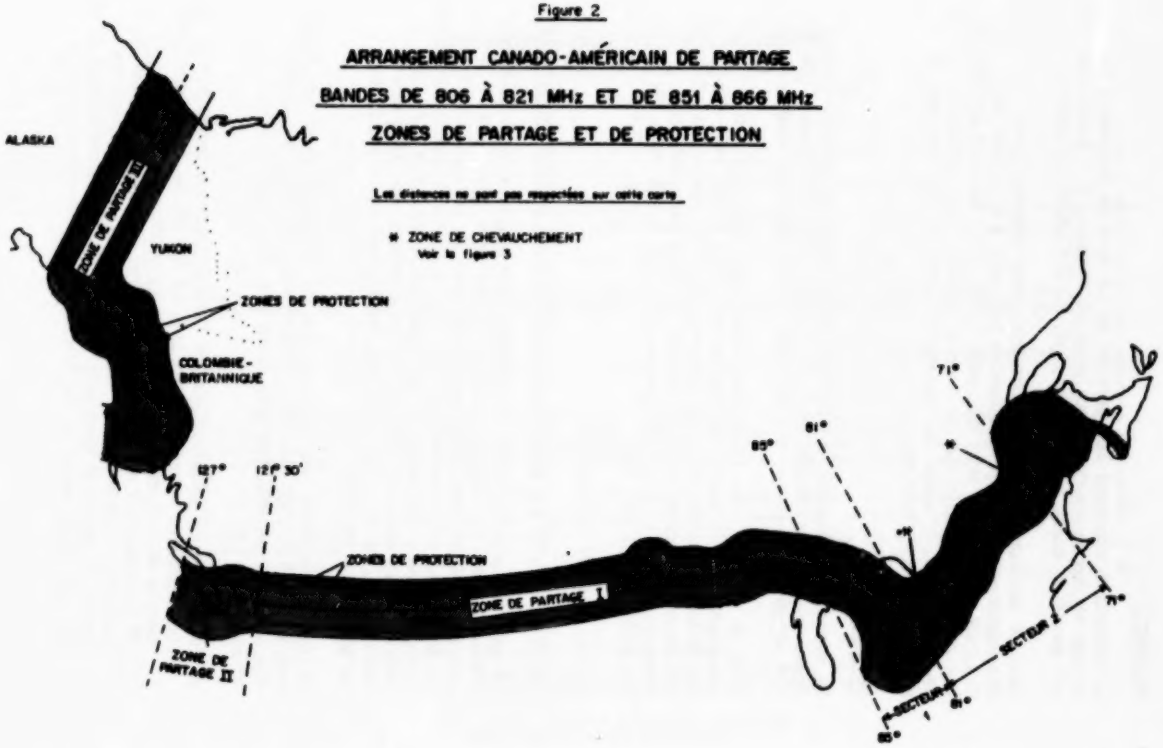
ARRANGEMENT CANADO-AMÉRICAIN DE PARTAGE

BANDES DE 806 À 821 MHz ET DE 851 À 866 MHz

ZONES DE PARTAGE ET DE PROTECTION

Les distances ne sont pas respectées sur cette carte

* ZONE DE CHEVAUCHEMENT
Voir la figure 3



b) dans la zone géographique des États-Unis comprise entre 81° O. et la frontière canado-américaine, et délimitée par l'arc d'un cercle de 100 km de rayon, dont le centre est à l'intersection du 81e méridien ouest et de la rive nord du lac Erié, tracé dans le sens des aiguilles d'une montre entre le point d'intersection sud de la circonférence et du 81e méridien ouest et la frontière canado-américaine.

Les Agences doivent répartir les voies des bandes chevauchantes et de les utiliser pour des assignations dont la largeur de bande nécessaire n'excède pas 16 kHz et dont les fréquences centrales sont espacées de 25 kHz. La FCC effectuera les assignations de fréquences de 808,2625 à 811,2375 MHz, de 815,7625 à 818,7375 MHz, de 853,2625 à 856,2375 MHz et de 860,7625 à 863,7375 MHz inclusivement. Le MDC effectuera les assignations de fréquences de 808,2750 à 811,2250 MHz, de 815,7750 à 818,7250 MHz, de 853,2750 à 856,2250 MHz et de 860,7750 à 863,7250 MHz inclusivement.

4.2.2. Il faut coordonner les assignations de fréquences dans les bandes 808,2500 à 809,7500 MHz, 817,2500 à 818,7500 MHz, 853,2500 à 854,7500 MHz et 862,2500 à 863,7500 MHz, dans les régions décrites ci-après:

a) dans la zone géographique du Canada délimitée par la frontière canado-américaine, le 71e méridien ouest et la ligne qui, commençant à l'intersection de 72° O. et de la frontière canado-américaine, suit le 72° O. jusqu'à l'intersection du parallèle 45°45' nord et ensuite vers l'est le long du parallèle 45°45' nord jusqu'au 71e méridien ouest, et

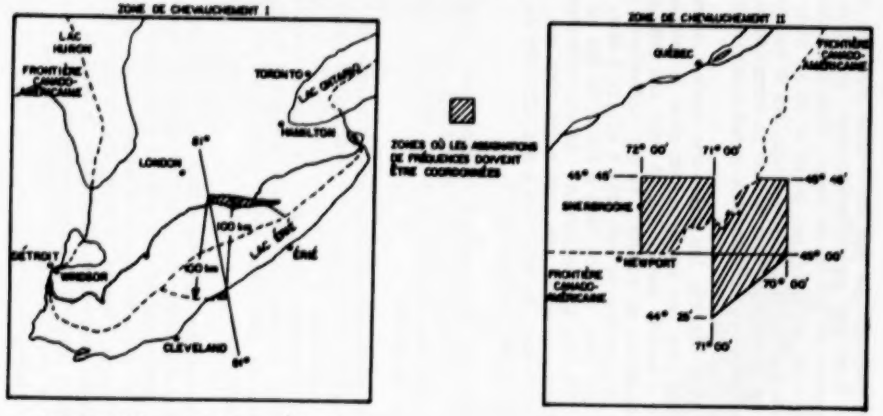
b) la zone géographique des Etats-Unis délimitée par la frontière canado-américaine, le 71e méridien ouest et la ligne qui, commençant à l'intersection du parallèle 44°25' nord et du 71e méridien ouest effectue un arc de cercle jusqu'à l'intersection du 45 parallèle nord et du 70e méridien ouest, remonte ensuite vers le nord le long du 70° méridien ouest jusqu'à l'intersection du parallèle 45°45' nord, suit le parallèle 45°45' nord vers l'ouest jusqu'à la frontière canado-américaine.

Les Agences doivent répartir les voies des bandes chevauchantes et de les utiliser pour des assignations dont la largeur de bande nécessaire n'excède pas 16 kHz et dont les fréquences centrales sont espacées de 25 kHz. La FCC effectuera les assignations de fréquences de 808,2625 à 809,7375 MHz, de 817,2625 à 818,7375 MHz, de 853,2625 à 854,7375 MHz et de 862,2625 à 863,7375 MHz inclusivement. Le MDC effectuera les assignations de fréquences de 808,2750 à 809,7250 MHz, de 817,2750 à 818,7250 MHz, de 853,2750 à 854,7250 MHz et de 862,2750 à 863,7250 MHz inclusivement.

Note: voir la Figure 3.

Figure 3.

ARRANGEMENT CANADO-AMÉRICAIN DE PARTAGE
BANDES DE 806 À 821 MHz ET DE 851 À 866 MHz
COORDINATION DANS LES ZONES DE CHEVAUCHEMENT DES BANDES



Assignations de fréquences devant être coordonnées (MHz)
(espacement de 25 kHz entre les voies)

CANADA	ÉTATS-UNIS
808,2750 - 811,2250	808,2625 - 811,2375
815,7750 - 818,7250	815,7625 - 818,7375
853,2750 - 856,2250	853,2625 - 856,2375
860,7750 - 863,7250	860,7625 - 863,7375

BANDES CHEVAUCHANTES

808,2500 - 811,2500
815,7500 - 818,7500
853,2500 - 856,2500
860,7500 - 863,7500

Assignations de fréquences devant être coordonnées (MHz)
(espacement de 25 kHz entre les voies)

CANADA	ÉTATS-UNIS
806,2750 - 809,7250	806,2625 - 809,7375
817,2750 - 818,7250	817,2625 - 818,7375
853,2750 - 854,7250	853,2625 - 854,7375
862,2750 - 863,7250	862,2625 - 863,7375

BANDES CHEVAUCHANTES

806,2500 - 809,7500
817,2500 - 818,7500
853,2500 - 854,7500
862,2500 - 863,7500

5. Utilisation des bandes 821-851 MHz et 866-890 MHz

Etant donné qu'à la date de cet arrangement, on s'intérroge quant à l'utilisation et à l'expansion futures au Canada et aux Etats-Unis, des systèmes mobiles dans les bandes 821 à 851 Mhz et 866 à 890 Mhz qui sont réservées aux systèmes cellulaires et gardées en réserve pour usage ultérieur, et en ce qui concerne les caractéristiques du développement des systémes mobiles exploités dans ces bandes, le moment probable de l'essor de ces systèmes et leur emplacement éventuel, l'énoncé d'une méthode de partage, notamment d'une méthode régissant l'introduction possible d'un système mobile à satellite, fera l'objet de pourparlers ultérieurs qui seront engagés à la demande de l'une ou l'autre des Agences.

Au cas où des systèmes cellulaires seraient déployés dans l'un ou l'autre des deux pays, la zone de service fiable des cellules (définie aux fins du présent arrangement comme ayant un niveau de rayonnement de 35 dBuV/m au périmètre de la cellule) ne devra pas s'étendre au delà de la frontière. Lorsque le contour de brouillage d'une cellule (défini comme étant délimité par un rayon ayant 3 fois la valeur de rayon de la cellule) s'étend au delà de la frontière, l'Agence responsable doit coordonner avec l'autre Agence avant d'autoriser une telle opération. La procédure de coordination doit respecter le principe d'égal accès au spectre. La définition de la zone de service fiable peut être révisée d'un commun accord.

6. Protection de la réception des signaux de télévision.

Afin de protéger la réception au Canada de certaines stations de télévision canadiennes contre le brouillage, la FCC consent à ne pas autoriser l'exploitation de stations de base pour le service mobile terrestre dans les bandes de fréquences et les zone géographiques énumérées à l'Annexe B. Les Agences se réservent le droit d'entamer des discussions complémentaires au sujet de ladite Annexe.

ANNEXE A

Limites de puissance apparente rayonnée et de hauteur effective de l'antenne

La puissance apparente rayonnée est le produit de la puissance fournie à l'antenne et de son gain par rapport à un dipôle demi-onde dans une direction donnée.

Le tableau A1 donne les limites de la puissance apparente rayonnée en fonction de la hauteur effective de l'antenne, pour les stations de base situées dans les zones de partage et de protection I et III. A cet effet, la hauteur effective de l'antenne est obtenue en soustrayant l'altitude moyenne présumée, donnée au tableau A3, de la hauteur de l'antenne au-dessus du niveau moyen de la mer.

Hauteur effective de l'antenne		Puissance apparente rayonnée
Mètres	Pieds	Watts (maximum)
0-152	0-500	500
153-305	501-1000	125
305-457	1001-1500	40
457-609	1501-2000	20
610-762	2001-2500	10
763-914	2501-3000	10
915-1066	3001-3500	6
1067-1219	3501-4000	5
Au-dessus de 1219	Au-dessus de 4000	5

Tableau A1: Limites de la puissance apparente rayonnée en fonction de la hauteur de l'antenne au-dessus du niveau moyen de la mer pour les stations de base situées dans les zones de partage et de protection I et III.

Le tablau A2 donne les limites de la puissance apparente rayonnée (PAR) en fonction de la hauteur de l'antenne au dessus du niveau moyen de la mer pour les stations de base situées dans la zone de partage II.

Hauteur de l'antenne au niveau moyen de la mer		PAR
Mètres	Pieds	Watts (Maximum)
0-503	0-1650	500
504- 609	1651-2000	350
610- 762	2001-2500	200
763- 914	2501-3000	140
915-1066	3001-3500	100
1067-1219	3501-4000	75
1220-1371	4001-4500	70
1372-1523	4501-5000	65
Au-dessus de 1523	Au-dessus de 5000	5

Tableau A2: Limites de la puissance apparente rayonnée (PAR) en fonction de la hauteur de l'antenne au dessus du niveau moyen de la mer pour les stations de base situées dans la zone de partage II.

Le tableau A3 donne les altitudes moyennes présumées dans les zones de partage et de protection, des deux côtés de la frontière canado-américaine.

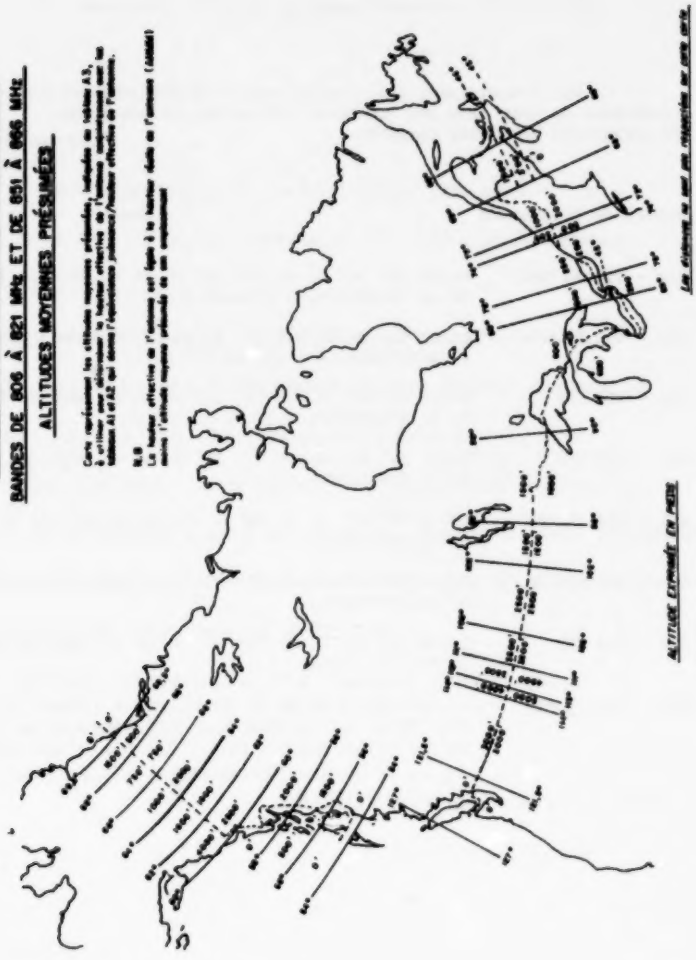
Hauteur effective de l'antenne = Hauteur de l'antenne au-dessus du niveau moyen de la mer - altitude moyenne présumée

Longitude Ouest	Latitude Nord	Altitude moyenne présumée Etats-Unis Pieds	Etats-Unis Mètres	Canada Pieds	Canada Mètres
65 ≤ ø < 69	θ < 45	0	0	0	0
"	45 ≤ θ < 46	300	91	300	91
"	θ ≥ 46	1000	305	1000	305
69 ≤ ø < 73	all	2000	609	1000	305
73 ≤ ø < 74	"	500	152	500	152
74 ≤ ø < 78	"	250	76	250	76
78 ≤ ø < 80	θ < 43	250	76	250	76
"	θ ≥ 43	500	152	500	152
80 ≤ ø < 90	all	600	183	600	183
90 ≤ ø < 98	"	1000	305	1000	305
98 ≤ ø < 102	"	1500	457	1500	457
102 ≤ ø < 108	"	2500	762	2500	762
108 ≤ ø < 111	"	3500	1066	3500	1066
111 ≤ ø < 113	"	4000	1219	3500	1066
113 ≤ ø < 114	"	5000	1524	4000	1219
114 ≤ ø < 121.5	"	3000	914	3000	914
121.5 ≤ ø < 127	"	0	0	0	0
↑	54 < θ < 56	0	0	0	0
ø ≥ 127	56 ≤ θ < 58	500	152	1500	457
(frontière Alaska-	58 ≤ θ < 60	0	0	2000	609
Colombie-Britannique/	60 ≤ θ < 62	4000	1219	2500	762
Territoires Yukon)	62 ≤ θ < 64	1600	488	1600	488
↓	64 ≤ θ < 66	1000	305	2000	609
	66 ≤ θ < 68	750	228	750	228
	68 ≤ θ < 69.5	1500	457	500	152
	θ ≥ 69.5	0	0	0	0

Figure A1

ARRANGEMENT CANADO-AMÉRICAIN DE PARTAGE
BANDES DE 806 À 821 MHz ET DE 851 À 866 MHz

ALTITUDES MOYENNES PRÉSUMÉES



ANNEXE B

La FCC n'autorisera pas l'exploitation de stations mobiles terrestres de base dans les bandes de fréquences et les zones géographiques énumérées ci-après.

Bandes de fréquences	Zones
852 - 853,25 MHz	Entre 42° 30' N. et 43° 30' N. et en deça de 10 km de la frontière, à l'ouest de 82° 0.
852 - 853,23 MHz	Entre 43° N. et 43° 20' N. et en deça de 10 km de la frontière, à l'est de 80° 0.
864 - 866 MHz	Entre 42° 55' N. et 43° 20' N. et en deça de 15 km de la frontière, à l'est de 81° 0.
851 - 852 MHz	Entre 74° 20' 0. et 72° 55' 0. et en deça de 10 km de la frontière.
852 - 853,25 MHz	Entre 75° 20' 0. et 74° 5' 0. et en deça de 10 km de la frontière.
864 - 866 MHz	Entre 75° 30' 0. et 74° 55' 0. et en deça de 10 km de la frontière.
851 - 852 MHz	Entre 72° 10' 0. et 71° 25' 0. et en deça de 10 km de la frontière.
852 - 854,75 MHz	En deça de 10 km de la frontière, à l'ouest de 121° 55' 0 et au nord de 48° 25' N sauf le long de la frontière entre l'Alaska d'une part et la Colombie-Britannique et le Yukon d'autre part.

The Secretary of State to the Canadian Ambassador

April 7, 1982

Excellency:

I have the honor to acknowledge the receipt of your Note No. 77 dated February 26, 1982 with annexes attached.

In reply thereto, I am pleased to inform Your Excellency that the Government of the United States of America agrees that the proposal contained in Your Excellency's Note is acceptable and that this Note in reply constitutes a modification to the Agreement relating to the allocation of television channels, which will enter into force on the date of this reply.

Accept, Excellency, the renewed assurances of my highest consideration.

For the Secretary of State:

John Todd Stewart

His Excellency

Allan E. Gotlieb,

Ambassador of Canada.

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UNITED STATES OF AMERICA
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Dated December 8, 1982

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Atomic Energy: Reactor Safety Experiments

Agreement dated December 8, 1982;
Entered into force June 1, 1983;
Effective July 1, 1982.

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MARVIKEN
STUDSVIK ENERGITEKNIK AB
NUCLEAR DIVISION

A G R E E M E N T

THE MARVIKEN AEROSOL TRANSPORT TESTS (MX-V-ATT)

1982-12-08

TIAS 10648

A G R E E M E N T

between

ONTARIO HYDRO, CANADA
(hereinafter called "OH")

VALTION TEKNILLINEN TUTKIMUSKESKUS, FINLAND
(TECHNICAL RESEARCH CENTRE OF FINLAND)
(hereinafter called "VTT")

COMMISSARIAT A L'ENERGIE ATOMIQUE, FRANCE
(hereinafter called "CEA")

ELECTRICITÉ DE FRANCE, FRANCE
(hereinafter called "EDF")

COMITATO NAZIONALE PER LA RICERCA E PER LO SVILUPPO
DELL'ENERGIA NUCLEARE E DELLA ENERGIE ALTERNATIVE, ITALY
(hereinafter called "ENEA")

JAPANESE GROUP, Japan
(hereinafter called "JG")

N.V. TOT KEURING VAN ELECTROTECHNISCHE MATERIALEN, THE NETHERLANDS
(hereinafter called "KEMA")

STATENS KÄRNKRAFTINSPEKTION, SWEDEN
(THE SWEDISH NUCLEAR POWER INSPECTORATE)
(hereinafter called "SKI")

UNITED KINGDOM ATOMIC ENERGY AUTHORITY, UNITED KINGDOM
(hereinafter called "UKAEA")

ELECTRIC POWER RESEARCH INSTITUTE, USA
(hereinafter called "EPRI")

UNITED STATES NUCLEAR REGULATORY COMMISSION, USA
(hereinafter called "NRC") and

STUDSVIK ENERGITEKNIK AB, SWEDEN
(hereinafter called "STUDSVIK")

hereinafter jointly called "the contracting parties"

concerning

A JOINT PROJECT FOR PLANNING, DESIGN, EXPERIMENT PREPARATION
PERFORMANCE AND REPORTING OF REACTOR SAFETY EXPERIMENTS CONCERNING
TRANSPORT OF VAPORS AND AEROSOLS THROUGH REACTOR SYSTEMS
(hereinafter called "the project")

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I PREAMBLE

Considering

- the generally acknowledged need for large scale experimental safety studies related to the transport behaviour of vapors and aerosols produced from overheated core materials within typical water reactor systems,

- the possibilities offered by the Marviken facility for such large scale experiments, already demonstrated in international projects concerning full scale containment tests, critical flow tests and jet impingement tests performed since 1972,

the contracting parties have this day agreed as follows:

II PURPOSE OF THE AGREEMENT

The purpose of this Agreement is to establish cooperation between the contracting parties in a project using jointly the Marviken facility for certain safety experiments. The project covered by this Agreement comprises a joint program for planning, design, experiment preparation, performance and reporting of large scale reactor safety experiments concerning the transport of vapors and aerosols through water reactor systems.

III SCOPE OF THE PROJECT

The scope of the project is to plan, design, prepare, perform and report a series of tests on vapor and aerosol transport behaviour for water reactor safety at Marviken within the framework of an international cooperation.

The project will be performed according to Appendices A - G being part of the Agreement and will aim at providing the contracting parties a data base on the transport of vapors and aerosols through reactor systems on a large scale.

The framework of the project is laid down in the appendices to this Agreement:

Appendix A	Program description
Appendix B	Instrumentation description
Appendix C	Organization of the project
Appendix D	Budget
Appendix E	Time schedule
Appendix F	Reporting
Appendix G	Contribution of funds

The project consists of five kinds of activities defined as phases below:

Phase A	Preplanning
Phase B	Fissium and corium experiment preparations
Phase C	Performance of fissium tests. Data collection and reduction, reporting of data and interpretation of resu'ts. Corium experiment preparations
Phase D	Performance of corium tests. Data collection and reduction, reporting of data and interpretation of results
Phase E	Final reporting of results

IV ORGANIZATION OF THE PROJECT

1 The project shall be directed by a project board. The board shall decide on all matters concerning the project within the framework of this Agreement.

Each contracting party shall appoint one member of the board. The member appointed by STUDSVIK will be the chairman of the board. Each member of the board may be assisted at the board meeting by one specialist who shall not have a voting right. The board shall meet at least two times a year. Additional board meetings shall be convened at the request of one member of the board.

The decisions of the project board shall normally be made by mutual agreement. Should it be necessary to vote on any decision, each member of the board shall have a number of votes in proportion to the financial commitment of the contracting party concerned according to Article VI below. Every member shall be given the opportunity to cast his vote. 51 % of the votes cast are required for a decision. An opportunity will be provided for voting in absentia and/or through designated deputies upon proper and timely notification of the matter to be voted on. Should it be necessary to revise the program, the board should be prepared to meet at short notice.

STUDSVIK has an absolute veto right against decisions involving the safety of the plant or conflicts with Swedish laws and regulations.

2 STUDSVIK shall appoint the project manager. The appointment requires the approval of the project board. The project manager shall be responsible to the project board for the execution and management of the agreed project. His duties include the drawing up of detailed programs of work, including cost and time schedules.

The project manager shall be present at the meetings of the project board and shall have the right to participate in the deliberations. He shall report at each meeting on the progress of the work of the project.

3 A committee, called the Technical Advisory Committee (TAC), shall be established. The committee shall be composed of senior technical experts, preferably those assisting the board members as mentioned under Article IV:1. Each original signatory shall have the right to designate one member to the TAC. The committee shall from time to time review the technical status of the project and advise the project board and the project manager on technical matters.

STUDSVIK shall appoint the chairman of the TAC. The committee shall meet at least three times a year. The project manager shall be in attendance at the meetings of the committee.

4 In the performance of his duties, the project manager shall be assisted by a project staff as exemplified in Appendix C.

5 STUDSVIK undertakes to render the necessary technical and administrative services and to produce the material for implementation of the project. Legal acts relating to the carrying out of the project shall be performed by STUDSVIK on behalf of the contracting parties.

6 For the financial management of the project STUDSVIK shall arrange an adequate book-keeping and reporting system according to the needs of this Agreement. Additional reporting that may be required for specific national reasons is not the responsibility of the project. The auditing shall be performed by the auditors of STUDSVIK, and if so requested by any of the other parties, by auditors elected by them.

V TIME SCHEDULE

1 The project start is set to July 1, 1982 and it shall be carried out in accordance with the time schedule in Appendix E.

2 At the end of each of the phases defined in Article III above and indicated in Appendix E the board shall review the outcome of the work performed. The formal approval of the board is required for the start of the next phase.

VI BUDGET AND FINANCIAL CONTRIBUTIONS

1 Expenditures relating to the carrying out of the project shall be borne by the contracting parties under the conditions specified in the present Article.

The project budget as presented in Appendix D amounts to SEK 43.5 million. This amount includes all foreseen wage and price increases for the programs planned to be carried out and specified in Appendices A - F.

As a reserve fund to cover

- a project management operational reserve fund,
- additional costs due to alterations in the technical program,
- other unforeseen cost increases and
- unforeseen inflationary cost increases,

the parties undertake jointly to make available an amount of SEK 9.5 million, thereby constituting a total budget of SEK 53.0 million.

The utilization of the reserve fund requires specific decisions by the project board.

Funds obtained through the acceptance of further participants according to Article X are considered to be ordinary funds and shall be consumed before the reserve funds are utilized.

The project costs and the relevant reserve specified in this Article are calculated on the basis of a current station availability during the period indicated in the time schedule in Appendix E. Cost increases due to interrupted availability of the Marviken plant shall be borne by STUDSVIK, provided that the interruptions are not caused by the performance of the experiments.

2 The contracting parties undertake to contribute to the project as specified in Appendix G, which also shows the votes and the Agreement copy number certified by the Notary Public.

Any funds committed to the project prior to the completion of this Agreement are included in the funds given above.

The funds to be provided are subject to annual appropriations according to the rules given in Article XI:3.

3 The project shall be debited the cost of the personnel of the project staff supplied by the contracting parties under the conditions specified in Article VII and in Appendix D, where all personnel costs are given according to nominal STUDSVIK wage codes, inclusive of statutory social dues, multiplied by 1.85. When project personnel are working outside their home organizations, the project shall be debited an additional per diem cost according to STUDSVIK's rules. Costs for travels to and from the permanent residence of the personnel are paid by the respective home organization.

For services rendered by the parties upon order from the project using personnel not classified as project personnel and for material provided, the party shall be reimbursed for its full costs. Thus neither profit nor gain shall be included except in case of commercial products already on the market.

4 When paying their financial contributions according to Article VI:2 the parties shall be entitled to deduct the costs for wages and per diem cost of project personnel according to Article VI:3.

5 Within four weeks after the end of each quarter of a year, the project manager shall present accounts for the project to the parties in summarized figures as to the costs incurred during the preceding quarter, and shall at the same time give a cost estimate for the current quarter.

The total actual cost for the project shall be accounted for within three months after the termination of the project.

6 Payments of contributions shall be made to STUDSVIK and be made available to the project in quarterly instalments on the basis of cost estimates as outlined under Article VI:5, and quarterly reports.

The first occasion for the invoicing of the individual contributions shall occur when Contracting Parties representing at least 85 % of the budgeted contributions have signed the present Agreement.

The first advance payment shall cover all the costs accounted for in the budget incurred up to the date of signature as well as the costs calculated for the rest of the current quarter. The subsequent advance payments are due within two weeks upon receipt of the quarterly cost accounts/cost estimates.

All invoices shall be paid net within 60 days. Late payment will be assessed interest at the commercially available rate to STUDSVIK (Swedish primary discount rate plus 4 %, currently 1.75 % monthly).

VII SUPPLY OF PERSONNEL

1 During the project, the contracting parties shall, within the total budget, contribute to the project staff by supplying project personnel, as specified in Appendix D:4.

The project staff shall be appointed and seconded to the project by the contracting parties with the agreement of the project manager. The project manager shall be responsible for the duly qualified composition and efficiency of the project staff and shall have the right to take appropriate measures to that effect. The project personnel will remain in the employment of their respective employers. The project staff, during their participation in the project, work under the authority of the project manager and shall be subject to the general working rules of STUDSVIK such as ordinary working hours, vacation periods etc.

2 The parties shall, if considered necessary by the board, maintain at the disposal of the project their project personnel for a period not more than three months in excess of the period stated in Appendix E. Such prolongation shall fall within the total budget and be credited according to the same rules as set out in Article VI:3.

VIII INFORMATION AND USE OF RESULTS, INCLUSIVE OF INVENTIONS

1 The results of the project shall be presented in the form of appropriate progress and final reports as specified in Appendix F.

2 All information derived from the execution of the project shall be made available to the contracting parties.

3 Prior to approval by the parties for publication, the information may be made available to government authorities, organizations and companies in the country of each contracting party for their own use but not for publication at the discretion of the respective parties. When required by administrative procedure in its country, each party may on its own responsibility disseminate or otherwise make use of information from the experiments.

The contracting parties may, within their countries when consistent with their requirements, publish information derived from the project at the completion of the project. Prior to any such publication the contracting parties shall submit the information to the project board for review and comment and allow sixty days for response.

The project will not bear any responsibility for information which is not approved by the project board and which is not contained in the project reports as specified in Article VIII:1. In such cases the party should carefully consider the possible necessity of due reservations regarding the validity of the information with respect to the final total evaluation of the project results. During the period covered by the Agreement the parties may not without the consent of the project board supply information on project progress and results to organizations and companies outside the countries of the contracting parties.

4 Prior to the termination of the project, the project board shall decide upon the principles of publishing the results.

5 Patentable or not patentable inventions made as part of the project work shall be made available to the project. The party responsible for any such invention undertakes to give the right of use to the project, free of cost.

6 Patentable inventions made as part of the project work shall be considered to be made by the inventor as a member of his home organization and patent matters shall be settled by the respective party according to the laws and regulations in the respective country. However, if a party decides to seek a patent in one or several countries for an invention made within the project, the other parties shall be granted non-exclusive royalty-free licenses under such patents including the right to grant sub-licenses to organizations and companies of their own country.

Patent matters arising from any such invention made jointly by inventors of different home organizations shall be settled by the organizations concerned consistent with the rights and obligations required by this agreement.

7 Each party waives any and all claims against the other parties for compensation, royalty or award, as regards any inventions or discoveries, made in the course of, or under this Agreement and releases the other parties with respect to any and all such claims, including any claim under the provisions of the applicable employer-employee invention legislation of the participating countries.

8 When one party has previously been granted or has applied for patents on an invention which could have significance for carrying out the project, the right of using this invention shall be granted to the project free of cost charge by the respective party.

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IX LIABILITY

1 STUDSVIK undertakes to maintain during the whole project period the following insurance protection.

- Insurance of the equipment procured for the experimental work against fire, explosion, water pipe damage and/or damage to machinery, amounting to a total coverage of SEK 10 million
- Insurance of the data records against loss through fire, theft, and transport accidents, amounting to a coverage of SEK 1 million
- Liability insurance covering personal injury, including injury resulting in death, and damage to property which befall the project personnel or third parties and for which a party to this Agreement or its personnel is responsible according to the applicable general rules. This insurance shall amount to a total coverage per incident/accident case of SEK 5 million for personal injury and a total coverage per incident/accident case of SEK 2 million for damage to property.

2 The cost for the above insurances shall be paid by the project as a part of the project cost.

3 The non-Swedish parties shall not be liable for any indemnification in excess of the amounts stated above. In case of excess STUDSVIK shall be liable for any indemnification whatsoever.

4 This Agreement shall not limit any right to compensation on the basis of the general rules which are applicable in each case for the indemnification of personal injury or damage to property.

X ACCEPTANCE OF FURTHER PARTICIPANTS

If other interested parties wish to join the project, the project board will examine the economic and other conditions of such participation and prepare a recommendation to the original contracting parties. Acceptance of further participants requires unanimous agreement by the project board.

XI UNFORESEEN OCCURRENCES AND THE RIGHT TO WITHDRAW

1 Should unforeseen occurrences put in doubt the achievement of the project objectives within the agreed time, budget or cost schedule, the project manager shall immediately report to the project board, which shall decide on the continuation. A decision on how to continue shall require the unanimous agreement of the parties, and must include necessary amendments of the time, budget or cost schedule as the case may be.

2 If a unanimous decision to continue the project cannot be reached then any party to this Agreement shall have the right to withdraw from the Agreement. In such a case the withdrawing party is under an obligation to fulfil its share of project commitments which originate prior to the date of the withdrawal. The withdrawing party has the right to all information produced by the project up to the date of withdrawal. The information will be supplied in the form of data existing at the date of withdrawal without processing of the data.

3 Should a party fail to obtain the necessary approval from that party's government or board of directors to pledge the following year's financial contribution, then the party shall notify the project board as soon as possible, but not later than 30 days prior to the end of the fiscal year of that party. The project board shall meet at short notice to consider the situation, and if a decision is made to terminate the project then cancellation costs, not exceeding the total budget costs, shall be shared by all parties, including the terminating party, proportionally to the funding distribution in Article VI:2.

XII ARRANGEMENTS FOR TERMINATION OF THE PROJECT

Equipment purchased within the project budget is regarded as being the property of the parties, each having a share that is proportional to the financial contribution as given in Appendix G.

After the termination of the project such equipment which can still be utilized for other purposes will be evaluated under consideration of normal depreciation. STUDSVIK will make up a list of such equipment and its value for approval by the project board.

If STUDSVIK with the approval of the project board decides to retain such equipment, the other parties will be credited in proportion to their financial grants.

The project board shall decide upon the disposal of such remaining equipment that is not retained by STUDSVIK.

When selling equipment after the termination of the experiments, the costs for dismantling of such equipment and associated restoration shall be paid from the income of the sale of such equipment. The estimated economic net result shall be approved by the board before any action is taken in such matters.

In case of decision by the project board to terminate the project prior to its fulfilment, under the circumstances described in Article XI, STUDSVIK undertakes to cancel the remaining delivery contracts and other remaining commitments for the project as soon as possible.

XIII COVENANT AGAINST CONTINGENT FEES

The parties warrant that no person or selling agency has been employed or retained to solicit or secure contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the parties for the purpose of securing business. In case of any breach or violation of this warranty, the parties shall have the right to annul this contract without liability or at their discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

XIV OFFICIALS NOT TO BENEFIT

No member of or delegate to the US Congress, or resident commissioner, shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

XV DISPUTES

Any disputes between the parties involving other than NRC concerning the application or interpretation of this Agreement, that are not satisfactorily settled through consultation, shall be submitted to a Swedish court or, if so requested by one of the parties concerned, be referred for final settlement by arbitration in Stockholm according to the Swedish Act on arbitrators. With regard to any such disputes to which NRC is a party that are not satisfactorily settled through consultation, such disputes shall be decided by a court rather than by arbitration.

XVI SIGNING PROCEDURE

The procedure of signing the present Agreement shall be as follows:

1. Each Contracting Party shall sign the Agreement copy, which is assigned to the Contracting Party as of Appendix G. Adequate assurance that all copies, which are provided with number 1 - 20 are identical in wording is given hereunder by the signature of the Notary Public at Nyköping, Sweden.

2. After signing, each copy shall be sent back to the Project Manager, who collects the signed copies and brings them to the Notary Public for provision of adequate assurance that all copies have been duly signed by all Contracting Parties as listed heresbove on page 1.

3. Following the due notification by the Notary Public to confirm the completion of the signing procedure, Contracting Parties' individual copies are promptly to be sent back to the Contracting Parties for their own filing.

END OF ARTICLES

SIGNATURE PAGE

The present Agreement is number // of 20 numbered copies as listed in Appendix G. The copies are identical in wording, which is hereby assured. (Name and seal of Notary Public, Nyköping, Sweden).

Date 1982 12 09

For [illegible]

Agreement Document copies - identical in wording - have been signed by all Parties listed on page 1 and in Appendix G of the present Agreement, which is hereby assured. (Name and seal of Notary Public, Nyköping, Sweden).

19810601
Nyköping Sweden

Date: March 4, 1983

For: U.S. Nuclear Regulatory Commission

William J. Dircks
Executive Director for Operations

APPENDIX A

PROGRAM DESCRIPTION

Contents

1. GENERAL
2. PROGRAM OBJECTIVES
3. EXPERIMENTAL FACILITY
4. EXPERIMENTAL PROGRAM

Dec 8, 1982

1. GENERAL

During LWR degraded core accidents, radioactive aerosols can be produced by condensation of vaporized fission products and other core materials. These aerosols can grow both by agglomeration with other particles and by the condensation of water vapor on them. If these aerosols consist of particles smaller than ~ 10 μm in aerodynamic diameter, they will stay airborne for a long time. However, if they consist of larger particles, they will fall out rapidly.

The rapid growth of the particles and their fall out, which can be expected at high aerosol mass concentrations, may significantly reduce the consequences of a core melt accident. The mass concentration of the vaporized structural and core material in the reactor vessel may be of the order of hundreds or even thousands of g/m^3. Upon cooling, this material will rapidly condense and agglomerate to particles which could reach diameters of several hundred micrometers. Under these conditions agglomerates grow quickly and the large particles quickly fall out. Thus, even if the containment suffers a major rupture, only that small fraction of the initial aerosol mass which escapes the agglomeration process, may be available for atmospheric release.

Safety analyses have generally assumed that no significant attenuation of radioactivity occurs in the primary system and that the entire release from the fuel is injected directly into the containment. If the aerosol concentration in the primary system is high during the early stages of a damaged core accident, calculations indicate that substantial attenuation may occur. However, there is no rigorous, full scale verification of these calculations for currently sized LWRs. To overcome the lack of data it is proposed to perform a series of full scale Aerosol Transport Tests (ATT) at Marviken.

The Marviken tests will study the transport and attenuation of aerosols and volatile fission products within PWR and BWR systems under conditions simulating severe core damage sequences. The aerosol transport data generated at Marviken for primary systems is expected to complement the experimental investigations planned in other countries for attenuation in containment systems.

2. PROGRAM OBJECTIVES

The primary purpose of the ATT project is to create a large scale data base on the behaviour of vapors and aerosols produced from overheated core materials within typical LWR primary systems for risk-dominant scenarios. The data base is needed in order to verify theoretical methods which can be used to predict results of postulated core melt accidents for a wide range of geometries and fluid conditions.

The program has a secondary objective which is to provide a large scale demonstration of the behaviour of aerosols in primary systems. To meet this objective, reactor system conditions as calculated for the chosen events will be simulated.

Comparisons of test data can be made with calculations for both the experiments and existing reactor plants.

Fissium tests

The behaviour of fission products released from overheated fuel will be studied. Fissium (a non-radioactive fission product simulant) will be vaporized and injected into LWR primary system test arrangements. The fissium composition will emphasize those elements which have a high vapor pressure. The resultant materials and their transport behaviour through reactor components will be determined.

Corium tests

Core meltdown effects will be investigated by vaporizing corium (a non-radioactive core simulant) in a LWR reactor vessel. The resultant aerosol transport through primary LWR systems will be determined. The tests will be carried out with corium and fissium to study the retention of volatile species by interactions with the aerosols.

3. EXPERIMENTAL FACILITY

Marviken is situated along the Baltic coast on a peninsula about 150 km south of Stockholm. Plan and section views of the power plant are shown in Fig A:1. The reactor vessel is situated in a pressure-suppression (PS) containment which in turn is surrounded by a secondary containment. The PS containment was previously modified to accomodate the large steam flows used in other experiments. Openings were made between the drywell and wetwell and to the open atmosphere to release excess pressure.

Facility design

The basic arrangement of the hardware components for the ATT test facility is shown in Fig A:2. This particular arrangement models a PWR with aerosol transport through the pressurizer and relief tanks. Modifications of the basic arrangment will be used to model other flow paths of interest in PWRs as well as those for BWRs. The facility design meets the requirements for a typical large scale model, easy access to hardware components and provisions for optimal measurement methods. Of necessity, the major vessel components are of fixed geometry, but the design of piping, vessel internals and other peripheral items is quite flexible. This permits simulation of a variety of accident sequences; and if required, changes in the test matrix can be accomodated during the course of the project.

A tank simulating a reactor vessel (or upper core and steam dome of a BWR) will be placed in the upper half of the Marviken pressure vessel as shown in Fig A:3. Aerosol flow will be injected through the bottom of the reactor vessel and an exit is placed at the top of the vessel. Vessel internals will be interchangable to represent PWR or BWR components. Water between the reactor vessel and

pressure vessel will remove excess heat. The water surrounding the reactor vessel will boil and the steam produced will be discharged to the open air. The support structure at the bottom of the reactor vessel is water tight so that access is available to the aerosol generators without draining the pressure vessel. Installation of the reactor vessel will be accomodated by removing the upper head of the Marviken pressure vessel. Locating the reactor vessel at the high elevation permits installation of pressurizer and relief tanks at proper relative elevations and utilizes the large space available in the upper reactor hall.

The other two tanks (see Fig A:2) represent a full scale pressurizer and relief tank. All the tanks will be equipped with ports for instrumentation and man holes for access. The vertical piping leaving the top of the reactor vessel is designed to permit optimal measurements to be taken under ideal conditions at the reactor vessel outlet. Other piping includes horizontal and vertical segments. Some piping details remain flexible to permit, for example, addition of orifices to simulate flow restrictions.

Fissium and corium generators will likely be plasma-arc heaters. Arc heaters have previously been used on small scale experiments to vaporize powdered materials, such as stainless steel, zirconium, uranium, uranium oxide, cesium iodide, etc, suspended in a fluidizing gas. Two generation techniques will be tested. Power and feed rates will be adjusted to reproduce the expected vaporization rates for a given accident sequence.

Operational procedure

In the early tests, fissium will be vaporized and fed into the pressurizer. The vaporized fissium will be transported in a steam/hydrogen flow through the primary system. These tests will provide operating experience and some early data while the heavier, corium equipment is being constructed.

In subsequent tests, the reactor vessel will be included in the flow path. Fissium alone, or together with corium, will be injected into the reactor system. The Marviken pressure vessel will be filled with water to a depth about one meter above the top of the reactor tank. The water will be heated initially to about 100°C by the electric boiler.

The corium generators will operate at powers near 5 MW. Much of the heat generated inside the reactor tank will be transferred to the water in the pressure vessel which evaporates at a rate of 0 - 2 kg/s. The steam thus produced will be released to the open air through piping from the Marviken vessel. The steam supply for the test loop will be obtained directly from an on-site boiler. A few tests may use a nitrogen/hydrogen mixture instead of steam. All tests will have slightly reducing atmospheres.

4. EXPERIMENTAL PROGRAM

In order to define the test matrix, key sequences were defined, including sequences believed to represent the highest risk of public exposure and sequences resulting in a rather broad range of potential accident conditions.

For PWRs, it is recommended that conditions typical of the following accident sequences be simulated:

- A transient initiated event followed by failures of secondary relief valve, power conversion system and auxiliary feed system (TML)
- An interfacing system LOCA (V)
- A small to intermediate size LOCA followed by failure of the ECC system (S_1H)
- A large LOCA followed by failure of the ECC system (AD)

For BWRs, conditions typical of the following accident sequences are important:

- A transient initiated event followed by failure to make the reactor subcritical (TC)
- A transient event followed by failure of safety relief valves to close and failure of low pressure recirculation system (TPI)
- A transient event with failure of feed water and ECC (TQUV)
- A small LOCA with failure of the ECC system (S_2E)
- A large break followed by failure of the ECC system (AE)

Test matrix

The basic test matrix consists of eight tests and covers a wide range of conditions for the above mentioned PWR and BWR accident sequences. An additional 3 PWR and 3 BWR

tests were identified as optional. Consideration of project costs resulted in the test matrix shown in Table A:1. Tests 1 - 6 are budgeted within the present agreement. Tests 7 and 8 are alternate or supplementary tests.

The test(s) designated number 0 are cold flow test(s) intended for calibration purposes. In this test(s) there is no heat source, and normal atmospheric air will be blown through the test facility. A prepared particulate of uniform size could also be used in the cold flow test(s). As the large aerosol generators and reactor vessel have long delivery times, Tests 1 and 2 are relatively simple, "fissium" experiments with only the geometric components downstream of the reactor vessel. These tests will provide some needed, early data on fissium behaviour in portions of the primary system as well as permit the Marviken staff to gain operating experience with the test facility.

Tests numbered 1, 2, 3, and 7 are designed to represent an accident sequence which might release significant quantities of volatile fission species but not actually proceed to core melt. Two types of sequences which might result in such a situation are simulated. These include a transient event and a LOCA event. The first two fissium experiments (Tests 1 and 2) will provide information about fissium transport with and without steam condensation. The last two fissium tests (Tests 3 and 7) include the reactor vessel in the flow geometry.

Tests 3, 4, 5 and 7 cover a wide range of geometries and thermal hydraulic conditions for the important PWR sequences. They also have considerable applicability to BWRs. Tests 4 and 7 extend the data base of Tests 1 and 2 (the TML sequence) to include the reactor vessel with internals (Test 7) and the presence of corium material (Test 4).

Test 4 will also complement the range of temperatures covered in Tests 1 and 2. Tests 3 and 5 will simulate both the V and AD sequences. A mixture of nitrogen, steam and hydrogen will be used as a carrier gas in Tests 3 and 5 to simulate the high hydrogen content expected with rapid core degradation. Test 6 represents a BWR intermediate LOCA. It complements Tests 3 and 5. Although reactor internals are different in those tests, a range of LOCA sizes is covered. Test 8 represents a BWR transient (TC) with a unique, high power condition. Several other BWR transients are similar to this event.

Smaller, add-on tests can be included within the proposed test matrix. Test conditions will be finalized by the Technical Advisory Committee prior to each test.

Fissium and corium composition

The demonstration aspect of the program objectives has been emphasized in the selection of fissium and corium constituents. Iodine, cesium and tellurium are of primary concern. It is expected that the dominant species are CsI, CsOH and metallic Te. The fissium composition to be used initially is given below.

Species	Amount in kg
CsOH	67
CsI	14
Te	19
Total mass	100

Several structural materials will be included in the corium composition. Metals with relatively low melt temperatures (such as Ag, Mn, Cd) are of primary concern. Metals with higher melt temperatures (such as Fe, Cr, Zr) will also be included. A total of about 450 kg of corium will be used.

Table A:1 Test matrix*

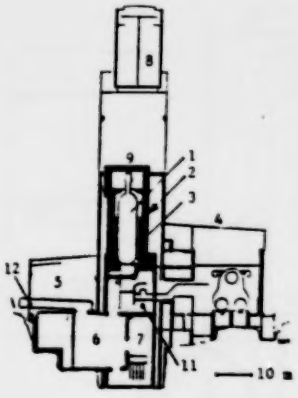
Test No	Hardware	Temperatures**(°C) Gas	Temperatures**(°C) Surface (estimated)	Gas flow** (kg/s)	Fission release time (hr)	Corium release time (hr)	Carrier gas	Applicability Accident types	Applicability Reactor types
0	Manifold Pressurizer Pipe 2 Relief tank	20 " " "	20 " " "	NA 0-10 " "	None	None	Air	Cold flow calibration test(s)	
1	Manifold Pressurizer Pipe 2 Relief tank	1500 700 500 350	1000 450 400 200	NA 0.2 " "	0-1	None	H_2O/H_2 (dry)	Degraded core transients	PWR (BWR)
2	Manifold Pressurizer Pipe 2 Relief tank	1500 700 100to500 100	1000 450 100to400 100	NA 0.2 " "	0-1	None	H_2O/H_2 (condensation in pipe 2)	Degraded core transients	PWR (BWR)
3	Vessel Internals Pipe 1 ESBU piping	to2000 500to1000 500 100to300	700 500to1000 500 100to400	0.1 " " "	0-1	None	$H_2O/H_2/H_2$	Interfacing LOCAs Large LOCAs	PWR (BWR)
4	Vessel Internals Pipe 1 Pressurizer Pipe 2 Relief tank	2000 500to1000 500 300 250 100	700 500to1000 400 200 150 100	0-5 " " " " "	0-1	0-1	H_2O/H_2 (condensation in relief tank)	Degraded core transients	PWR (BWR)
5	SAME AS TEST 3 BUT WITH CORIUM ADDED AND HIGHER GAS FLOW			0-5	0-2	0-1	$H_2O/H_2/H_2$	Interfacing LOCAs Large LOCAs	PWR (BWR)
6	Vessel Internals Pipe 1	to2000 500to1000 300	700 500to1000 200	0-1 " "	0-2	2-3	H_2O/H_2 (dry)	Intermediate LOCAs Small LOCAs	BWR (PWR)
7***	SAME AS TEST 4 BUT WITHOUT CORIUM				0-2	None	H_2O/H_2 (condensation in relief tank)	Degraded core transients	PWR (BWR)
8***	Vessel Internals Pipe 1	to2000 1000to1000 500	700 500to1300 400	0-1 " "	0-2	0-2	H_2O/H_2 (dry)	Transients without steam	PWR

Notes:

* All values are tentative and will be revised as test specifications are finalized.

** Test conditions will be finalized by Technical Advisory Committee prior to each test. All tests at atmospheric pressure.

*** Tests 7 and 8 are alternate or supplementary tests (not currently budgeted).



1. Reactor pressure vessel, 425 m^3
2. PS-containment
3. Square shaft (secondary containment)
4. Turbine area
5. Fuel handling hall
6. Fuel element transport channel, 303 m^3
7. PS-wetwell, 2144 m^3
8. Emergency condenser, ~ 1900 m^3
9. Reactor hall, ~ 10000 m^3
10. Electrical equipment
11. PS-drywell, 1943 m^3
12. Exhaust tube, 160 m^3
13 Pools, ~ 2800 m^3

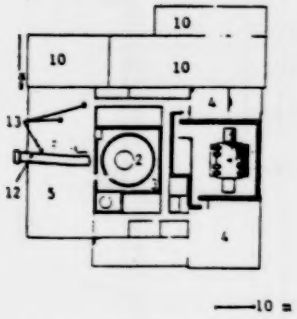


Fig A:1 Plan and section views of the power plant

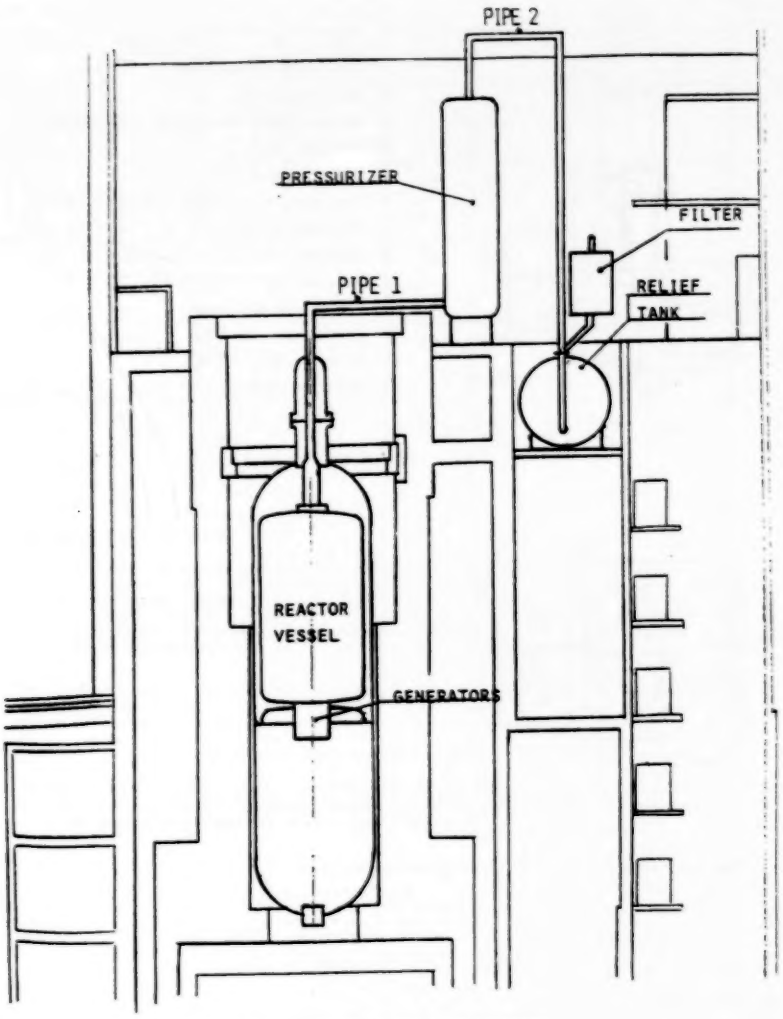


Fig A:2 Basic arrangement of the test facility

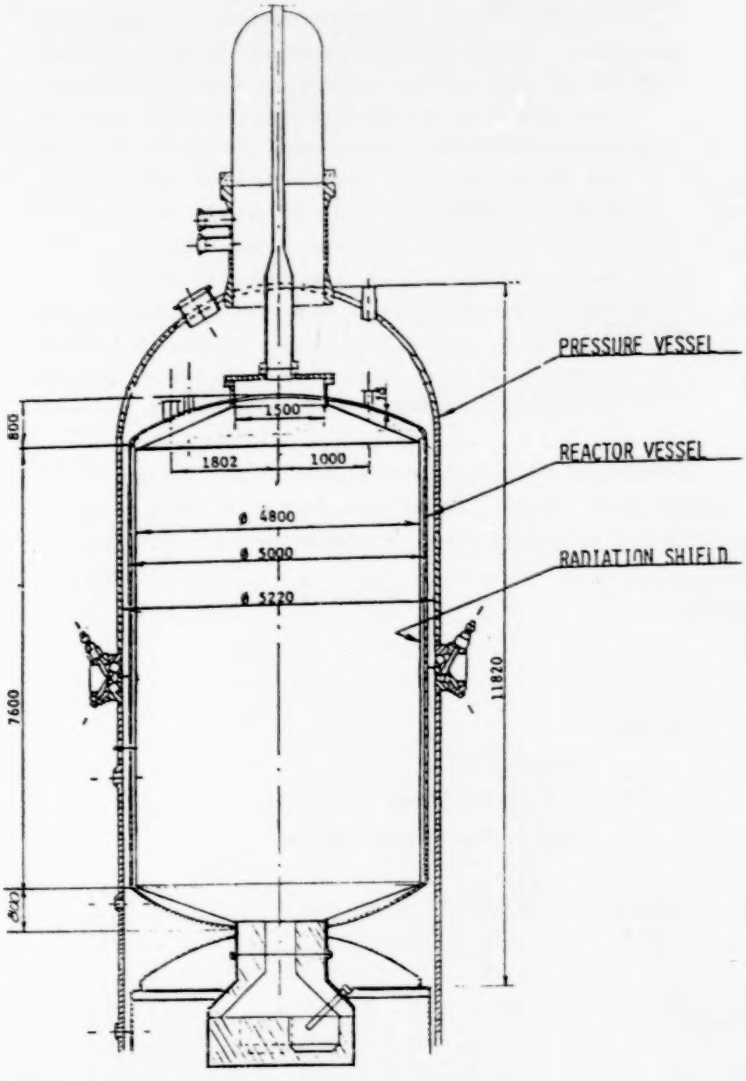


Fig A:3 Reactor vessel installation with radiation shield

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APPENDIX B

INSTRUMENTATION DESCRIPTION

Contents

1. INTRODUCTION
2. MEASUREMENT SYSTEM
3. AEROSOL MEASUREMENT PROGRAM

Dec 8, 1982

INTRODUCTION

Measurement system requirements for the ATT project are such that much of the instrumentation and data acquisition system perfected in the previous Marviken project can be utilized. Thus, measured data such as pressures, differential pressures, temperatures, and evaluated data such as flow rates and thermodynamic state will be handled using methods similar to those used previously. However, significant differences exist for many of the measurements regarding the time-dependent distribution and transport of the aerosols. Standard methods of collection of physical samples, as well as conventional methods of handling and post-test analyses of the samples, will be used where practical to define the aerosol transport processes.

In the section that follows, an overview of the measurement system is given as it applies to the ATT project. Subsequently, a discussion of the measurements related to aerosol transport is given.

2. MEASUREMENT SYSTEM

The basic measurement system that will be used consists of transducers, signal conditioning units, data recording/reproducing devices and a process computer with peripherals as shown in Fig B:1. This system should be utilized for measurement of parameters such as pressures and temperatures.

The transducers for pressure and differential pressure measurements will be of the strain gauge type. Thermocouples with insulated measuring junctions will be used for temperature measurements. Additional instruments such as optical densitometers could be adapted to this system.

The PCM-system (Pulse Code Modulation) will be used for recording of experimental data. The PCM-system consists of modulators and demodulators, and a time code generator and receiver. The system operates with 10 bit data words and a scanning rate of 60 Hz per measurement. During an experiment, data will be stored in digital form on two analog tape recorders with fourteen tracks on each - eight measurements per track. At present 23 x 8 = 184 channels may be connected. After an experiment, data will be transferred to computer compatible tapes via the process computer. These tapes will then be used for data presentation and evaluation on either the process computer itself or on an external computer.

To complement the PCM-system a multiplexer will be used. This system operates with 16 bit data words and a scanning rate of about 1 Hz per channel. A system with 40 channels is being planned.

The process computer is a NORD-100 running under the operating system SINTRAN III. The computer operates with 16 bit words and 128 K words virtual memory. SINTRAN III is a multiprogramming, multi-lingual real time operating system. The operating system allows 3 modes of operation; real time, time sharing and batch. Supported programming languages are FORTRAN, BASIC and MAC (assembly language). Hardware configuration is; 60 M bytes disk, floppy disk, line printer, main console, graphic plotter, tape station and 2 screen terminals.

A preliminary list of instrumentation channels utilizing the data acquisition system described above include those in Table B:1. In addition instruments will be utilized to obtain physical samples as discussed below.

3. AEROSOL MEASUREMENT PROGRAM

A schematic diagram of the Marviken facility as configured for aerosol transport experiments is shown in Fig B:2. Circled numbers in the figure correspond to the recommended aerosol measurement stations as follows:

0. aerosol generator
1.a reactor vessel (bulk)
1.b reactor vessel (internals)
2. reactor vessel outlet
3. reactor-to-pressurizer pipe
4. pressurizer inlet
5. pressurizer (bulk)
6. pressurizer outlet
7. pressurizer-to-relief tank pipe
8. relief tank liquid (bulk)
9. relief tank vapor (bulk)
10. filters
11. system discharge

Table B:2 shows the suggested aerosol measurements corresponding to the locations shown in Fig B:2. These measurements apply to the proposed tests where system conditions are expected to be dry (non-condensing). Modifications need to be planned for condensing cases.

Priority among the suggested experiments is given to the determination of airborne mass concentration, the post-test mass balance, particle size distribution and collection of volatile fission product (VFP) gas samples.

For tests with a fissium simulant introduced into the pressurizer, a reduced set of instrumentation is required since there is no need for measurements at stations 1, 2, 3 and 4. It may be possible to reduce the number of measurements at other stations. It would be valuable experience, however, to have measurements of each type included in the fissium experiments.

Where practical, aerosol and gas measurements will be obtained by repetitive sampling of the process stream at selected locations during each test. Samples are not expected to be sensitive to brief exposures to air, but if it becomes necessary to handle and analyze samples under a cover gas, unbudgeted costs may arise.

Table B:1 PCM Instrumentation for ATT - PRELIMINARY

Measurement position	Parameter	Number of channels	Remarks
Aerosol generator	Pressures	2	(Required to define the input to the system)
	Temperature	5	
	mass addition rates	2	
	energy addition rates	1	
Reactor Vessel (RV)	Pressure	1	
	Temperature	25	mixing, heat losses, sampling systems
	Other	5	
RV-to-pressurizer pipe	Pressure	1	
	Temperature	6	includes temps of sampling systems
	Optical density	1	
	Other	4	unspecified
Pressurizer	Pressure	1	
	Temperature	15	mixing, heat losses, sampling systems
	Other	5	unspecified
Press-to-relief tank	Pressure	1	
	Temperature	6	includes temps of sampling systems
	Optical density	1	
	Other	4	unspecified
Relief tank	Pressure	1	head measurement
	Temperature	8	mixing, heat losses, sampling systems
	Other	4	unspecified
Filters	Pressure	1	DP across filter
	Temperature	2	heat losses and sampling temps
	Other	4	unspecified
Exhaust	Pressure	1	
	Temperature	2	heat losses
	Other	4	unspecified exhaust monitoring
	TOTAL	113	includes 30 unspecified

TABLE B: 2 AEROSOL MEASUREMENT PROGRAM FOR ATT [a]

Measurement locations	Gas analyses		Mass balance	Aerosol mass concentration		Aerosol particle size distribution		Chemical species interaction with pipe work and aerosols		Liquid analysis	Optical density
	Carrier gas	VFP gas	Wall and floor wash [b]	Filters	Roto rods	Horizontal elutriator cyclone	SEM-samples	Coupons	Turn-tables		
0. Aerosol generator				X[c]							
1.a Reactor vessel bulk		X	X	X[d]				X			
1.b Reactor internals			X					X			
2. Reactor vessel outlet	X	X		X	X	X	X				
3. RV to pressurizer pipe		X	X	X[d]				X			
4. Pressurizer inlet		X		X	X	X	X				X[g]
5. Pressurizer bulk		X[f]	X	X	X	X	X	X	X		
6. Pressurizer outlet		X[f]		X	X[f]	X	X	X			
7. Press-to-RT pipe			X	X	X[f]	X	X	X			
8. Relief tank (liquid)										X[e]	
9. Relief tank (vapor)			X	X				X			
10. Filter			X	X							
11. System discharge	X										

a) Assumes non-condensing conditioning for water vapor

b) Post-test deposition inventory of each separable component included

c) Power, feed rates and conversion efficiencies included

d) Measurements may not be required

e) Separate analysis of liquid-vapor interface included

f) Locations for fissium injected in pressurizer

g) Another more convenient location may be chosen

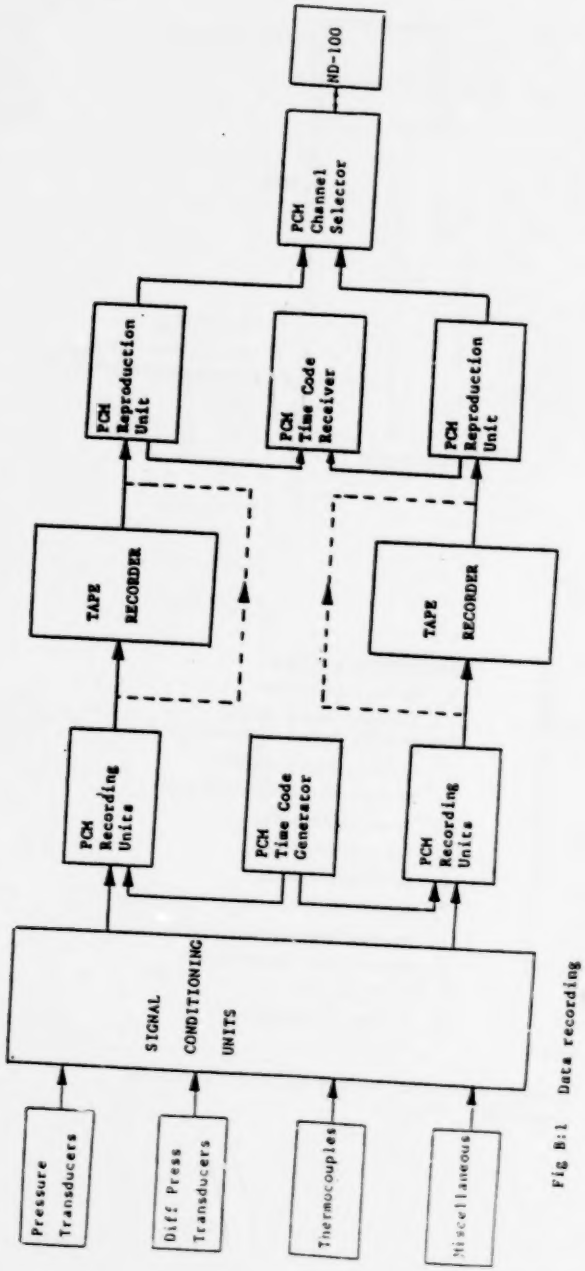

Fig B:1 Data recording

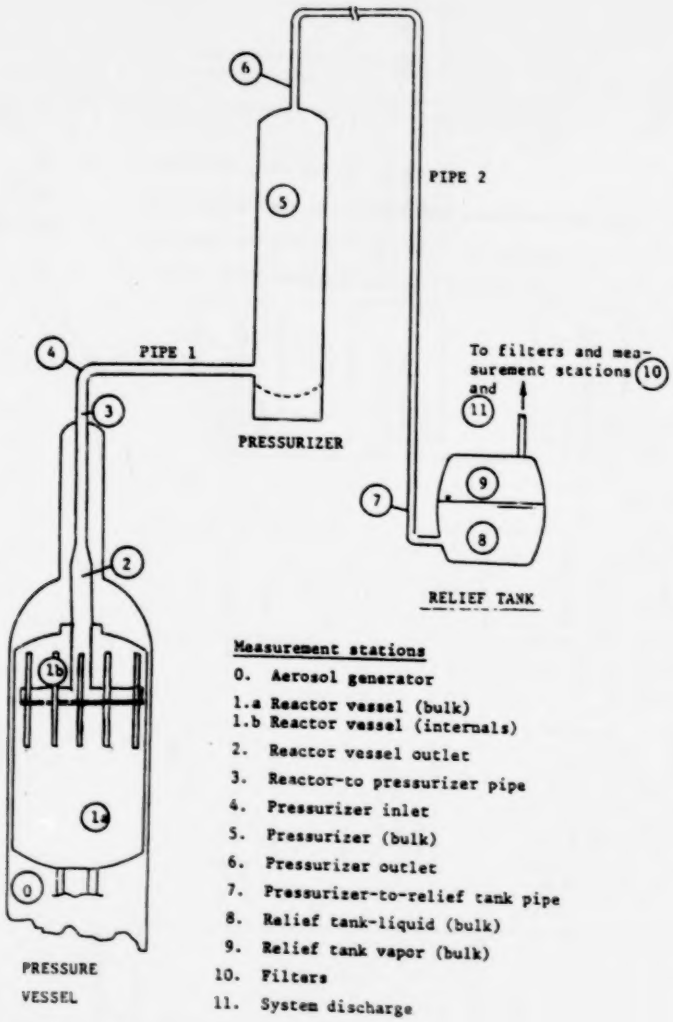

Fig B:2 Sketch of Marviken Reactor System Illustrating Measurement Stations

APPENDIX C

ORGANIZATION OF THE PROJECT

Fig 1 ATT organization chart

PROJECT WORKING GROUPS

Project administration

Exercises the immediate technical and administrative organizing functions.

Operation group

Constitutes the technical group responsible for making the plant ready for the experiments, and for maintenance work on the plant equipment in connection with the experiments. The group is also responsible for the operation of the station during the experiments.

Measurement group

Constitutes the technical group which is responsible for the design, installation and performance of the measurement equipment and for the analysis of the collected samples.

Program group

Constitutes the group of specialists within the project responsible for the detailed planning of the experiments, for the engineering estimates of test results, for the selection of test parameters, for the evaluation and interpretation of test results and for the project documentation.

AGREEMENT MX-V-ATT

APPENDIX D

BUDGET

Contents

GENERAL

1 WAGE COSTS
2 COSTS OF THE STATION
3 COSTS OF THE MECHANICAL EQUIPMENT
4 COSTS OF AEROSOL GENERATING EQUIPMENT
5 COSTS OF THE EXPERIMENTAL INSTRUMENTATION
6 COSTS OF WATER AND ELECTRIC POWER
7 COSTS OF ANALYSIS
8 COSTS OF EXPENSES
9 COSTS OF FISSIUM AND CORIUM

Dec 8, 1982

GENERAL

The cost estimates for the project, subdivided into different categories of costs for the different phases, are shown in Table 1.

Table 1

Estimated costs of the different phases of the project

Category of costs	Phase A	B	C	D	E	Total
1. Wages	1895	3030	8010	4970	1415	19320
2. Costs of the station						
2.1 Rent of equipment		1000	2500	1500	200	5200
2.2 Cost of offices and service		210	385	220	95	910
3. Mechanical equipment	100	3650	650	400	150	4950
4. Costs of aerosol generation						
4.1 Test of aerosol generator	290	1100				1390
4.2 Cost of aerosol generator		6300				6300
5. Experiment instrumentation	165	950	550	270	25	1960
6. Costs of water and electric power		50	50	400		500
7. Costs of analysis						
7.1 Costs of sample analysis		50	190	300	50	590
7.2 Computer time		70	40	50	20	180
8. Expenses	350	200	360	200	80	1190
9. Fissium and corium		100	740	170		1010
Total	2800	16710	13475	8480	2035	43500

Note: All costs in kSEK.

The total cost amounts to SEK 43.5 million

In addition a project reserve fund is foreseen amounting to SEK 9.5 million. The reserve should cover

- a project management operational reserve fund,
- additional costs due to alterations in the technical program during the planning and design phase,
- other unforeseen cost increases and
- unforeseen inflationary cost increases

The total budget therefore amounts to SEK 53.0 million.

The apportionment and the utilization of the project reserve fund shall be decided by the project board.

1. WAGE COSTS

The wages are calculated according to the standard wages, given in Table 2. The standard wages include social costs.

The standard wages should be multiplied by a factor of 1.85 to cover overhead costs. Per diem costs according to Table 3 should be added to this.

Table 2

Standard wages in kSEK per annum referred to wage code and fiscal years

Wage code	Fiscal year 82/83	83/84	84/85
		*	*
03	300	316	333
04	223	235	248
05	164	173	182
06	136	143	151
07	116	122	129

* Estimated figures, which may be adjusted later.

Table 3

Per diem costs in kSEK per annum

82/83	83/84	84/85
51*	55*	59*

* Estimated figures, which may be adjusted later.

The figures given for standard wages as well as for per diem costs are the outcome of estimated values and depend on future negotiations between the employer and the employees' organizations.

The costs of wages for the project staff during Phases B, C, D and E are given in Table 4. For Phase A the standard wages are estimated to 1024 kSEK.

Table 4

Standard wages in kSEK according to the list in Table 2. Time in man-years

	Fiscal year								
	Wage	82/83		83/84		84/85		Total	
	code	Time	Wages	Time	Wages	Time	Wages	Time	Wages
Project management									
Project manager	03	0.70	210	0.70	221	0.20	67	1.60	498
Project administrator	04	0.80	178	0.80	188	0.35	87	1.95	453
Secretary	06	0.85	116	0.85	122	0.45	68	2.15	306
Typist	07	0.90	104	0.90	110	0.50	65	2.30	279
Administrative consultant	04	0.05	11	0.05	12	0.05	12	0.15	35
	Σ	3.30	619	3.30	653	1.55	299	8.15	1571
Program group									
Group leader	03	0.65	195	0.90	284	0.40	133	1.95	612
Engineer	04	0.70	156	0.70	165	0.30	74	1.70	395
Engineer	04	0.90	201	0.90	212	0.40	99	2.20	512
Engineer	04	0.50	112	1.00	235	0.30	74	1.80	421
Engineer	04	0.30	67	0.30	71	-	-	0.60	138
	Σ	3.05	731	3.80	967	1.40	380	8.25	2078
Measurement group									
Group leader	03	0.85	255	0.85	269	0.35	117	2.05	641
Engineer	04	0.60	134	0.85	200	0.30	74	1.75	408
Engineer	04	0.85	190	0.85	200	0.30	74	2.00	464
Engineer	04	0.35	78	0.35	82	0.10	25	0.80	185
Engineer	04	0.80	178	0.30	71	-	-	1.10	249
Engineer	04	0.80	178	0.30	71	-	-	1.10	249
Analyst	04	-	-	0.80	188	0.30	74	1.10	262
	06	0.25	34	0.50	72	0.15	23	0.90	129
	Σ	4.50	1047	4.80	1153	1.50	387	10.80	2587
Operation group									
Group leader	04	0.90	201	0.90	212	0.35	87	2.15	500
Assistant group leader	05	0.90	148	0.90	156	0.35	64	2.15	368
Engineer	05	0.90	148	0.90	156	0.35	64	2.15	368
Technician	06	0.90	122	0.90	129	0.35	53	2.15	304
Technician	06	0.90	122	0.90	129	0.20	30	2.00	281
Technician	07	0.80	93	0.80	98	0.15	19	1.75	210
	Σ	5.30	834	5.30	880	1.75	317	12.35	2031
Total	Σ	16.15	3231	17.20	3653	6.20	1383	39.55	8267

As stated earlier, the standard wages should be increased to cover overheads and per diem costs which should be added as shown in Table 5.

Table 5

Project wage costs in kSEK (excluding Phase A)

	Fiscal year			
	82/83	83/84	84/85	Total
Standard wages	3231	3653	1383	8267
Stand w + overheads	5976	6757	2557	15290
Per diem costs	823	946	366	2135
Total	6799	7703	2923	17425

For Phase A the wage costs are estimated to 1895 kSEK.

2. COSTS OF THE STATION

2.1 Rent of equipment

The rents of the following equipment, owned by STUDSVIK and the Swedish State Power Board and lent to the project at a fixed price:

Test facility components

Data acquisition system

Electric boiler

Workshop installations and equipment
- Electronic workshop
- Mechanical workshop
- Welding and assembling shop

Store rooms

Control room

Computer room

For the whole project the rent costs amount to 5200 kSEK.

2.2 Costs of offices and services according to agreement with the Swedish State Power Board

These costs include the following:

Rents for offices, washing and changing rooms

Intercom system

Cleaning and transport

Services (overhead cranes etc)

Compressed air

Cooling water

Heating of the station

Low voltage electric power

For the whole project time this will amount to 910 kSEK.

3. COSTS OF MECHANICAL EQUIPMENT

Test facility components and manufacturing costs:

Vessel with internals and radiation shield

Tubing

Support equipment

Protection equipment

Miscellaneous working material

Manufacturing

For the project time the costs will amount to 4950 kSEK.

4. COSTS OF AEROSOL GENERATING EQUIPMENT

4.1 Test of aerosol generator

Small scale tests

Large scale tests

These costs will amount to 1390 kSEK.

4.2 Costs of aerosol generator

Fissium generator

Corium generator

These costs will amount to 6300 kSEK.

5. COSTS OF THE EXPERIMENTAL INSTRUMENTATION

The costs of equipment according to Appendix B, excluding the items not yet identified, will amount to 1960 kSEK.

6. COSTS OF WATER AND ELECTRIC POWER

Total costs of water and high voltage power for 6 tests have been estimated to 500 kSEK.

7. COSTS OF ANALYSIS

7.1 Costs of sample analysis

Total costs for analysis required for 6 tests have been estimated to 590 kSEK.

7.2 Costs for computer time

These costs are ascribed to the utilization of the computer at Studsvik and have been estimated to 180 kSEK.

8. COSTS OF EXPENSES

These costs include the following items:

Telephone

Travels

Typing outside the project and printing of reports

Auditor's services

Representation

Meetings

Insurance

Office supplies

Laundry

Miscellaneous working material

For the whole project period this will amount to 1190 kSEK.

9. COSTS OF FISSIUM AND CORIUM

The total costs of fissium and corium amount to 1010 kSEK.

APPENDIX E

TIME SCHEDULE

TIME SCHEDULE

The time schedule showing the length of the different phases of the project is given in Fig 1.

A preplanning phase of about 5 months (Phase A) is assumed to take place before the actual start of the project.

The fissium and corium experiment preparations (Phase B) are estimated to require about 7 months including the performance of one fissium shake-down test.

The fissium experiments (Phase C) will require a period of about 12.5 months including about 4 months for installation of the reactor vessel.

The corium experiments (Phase D) will require about 7.5 months including the performance of one corium shake-down test.

The final reporting (Phase E) is estimated to take 6 months, thus ending about 33 months after the project start. Hence, if it is assumed that the project can be started by July 1982, the project will be completed by April 1985. Holidays and vacation periods are included in this schedule.

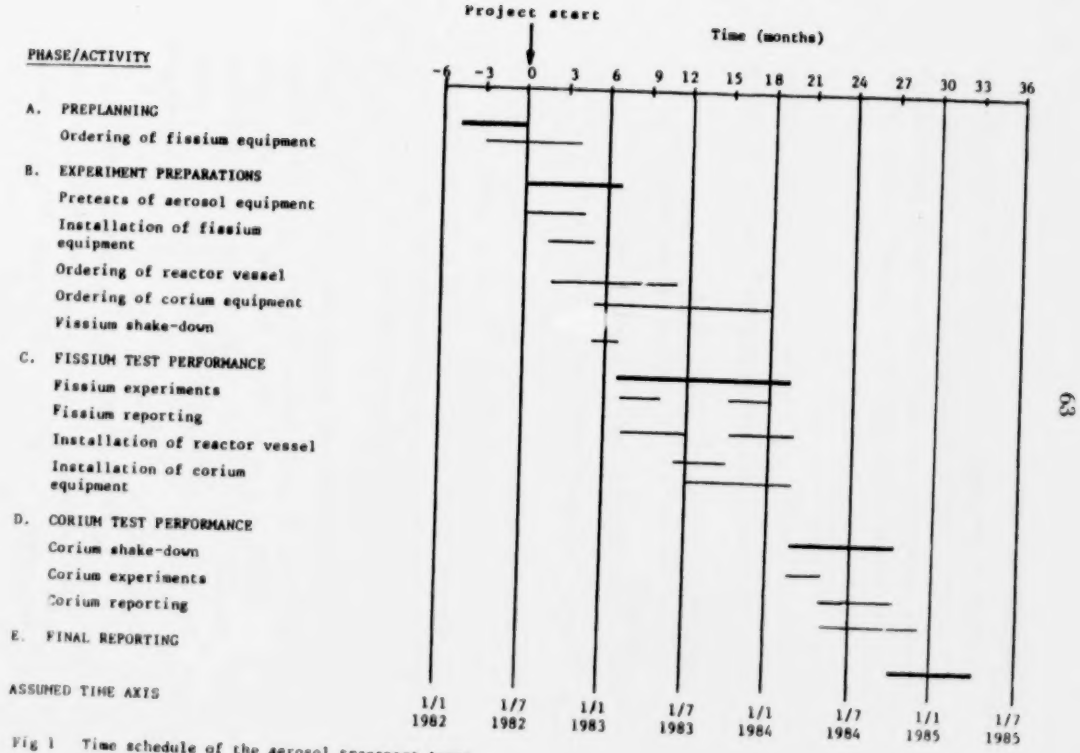

Fig 1 Time schedule of the aerosol transport tests

APPENDIX F

REPORTING

Dec 8, 1982

REPORTING

The principles of the reporting are given below. It is the responsibility of the project to provide current documentation of the technical and economic developments of the project. Changes to the reporting plan can be made by the project board.

Technical reporting

During the project, technical reports shall be prepared to:

- convey preliminary information to the project board and to the TAC,
- keep the project personnel informed and
- prepare for the final reporting.

Interim test result reports shall be prepared following each test. Since it may be impractical to present all the data recorded, the project will select appropriate data for presentation in the test result reports, taking into account the funds available and the time schedule of the project.

The project shall without request distribute to each project board member and TAC member a copy of each test result report. In addition, a cumulative list giving the titles of the project reports shall be distributed quarterly. The reports not distributed automatically may be requested.

In addition, informal topical reports on technical issues of interest will be prepared and distributed by the project as appropriate. A technical section will also be included in the administrative report as described below.

Administrative reporting

The project shall supply information to the project board and TAC on administrative and current technical matters in special reports.

The administrative reports shall give information on actual costs and estimates of future cost compared to the approved budget, the project staff situation and the status of the project as related to the time schedule.

The reports shall also give the technical progress and status of the project program during the different phases. An outline of the completed work as compared with planned work during the period in question will be included as well as views on further development.

These reports shall without request be distributed quarterly to each project board member and TAC member as soon as practical after the end of each quarter. The economical status of the project shall, however, be reported monthly.

Final reporting

The final reports shall deal with technical matters only and shall be completed, on the basis of previously prepared reports, during the editorial phase and be subject to approval by the project board.

The final project documentation shall contain a description of the test facility, the instrumentation and data acquisition systems, a description of the data evaluation procedure, evaluated data error limits, test results and qualitative interpretations of the results.

Each contracting party shall, free of charge, receive one set of the final reports.

All basic material generated and collected within the frame of the project will be available to the parties. This material, consisting of magnetic data tapes etc, shall upon request be duplicated and delivered to the parties. Costs for duplication and handling shall be borne by the ordering party.

In the case of physical samples, some extra materials will be stored in archives for future analyses. These materials will also be made available to the parties, providing that suitable quantities are available. For limited quantities, the materials can be provided for non-destructive testing if they are returned. For destructive testing of samples with limited quantities, project board approval will be required. Costs for special handling and shipments shall be borne by the requesting party.

The contracting parties are free to reproduce, at their own cost, copies of the final report material for distribution in their own countries.

APPENDIX G

CONTRIBUTION OF FUNDS

CONTRIBUTION OF FUNDS	1	2	3
Contracting parties	Contribution of funds MSEK	Voting strength %	Agreement copy number
ONTARIO HYDRO, CANADA ("OH")	2.5	4.7	1
VALTION TEKNILLINEN TUTKIMUSKESKUS, FINLAND (TECHNICAL RESEARCH CENTRE OF FINLAND) ("VTT")	1.1	2.1	2
COMMISSARIAT A L'ENERGIE ATOMIQUE, FRANCE ("CEA")	6.9	6.5	3
ELECTRICITÉ DE FRANCE, FRANCE ("EDF")		6.5	4
COMITATO NAZIONALE PER LA RICERCA E PER LO SVILUPPO DELL'ENERGIA NUCLEARE E DELLA ENERGIE ALTERNATIVE, ITALY ("ENEA")	3.8	7.2	5
JAPANESE GROUP, JAPAN ("JG")	5.6	10.6	6
N.V. TOT KEURING VAN ELECTROTECHNISCHE MATERIALEN, THE NETHERLANDS ("KEMA")	2.4	4.5	7
STATENS KÄRNKRAFTINSPEKTION, SWEDEN ("SKI")	12.15	22.9	8
UNITED KINGDOM ATOMIC ENERGY AUTHORITY, UNITED KINGDOM ("UKAEA")	5.4	10.2	9
ELECTRIC POWER RESEARCH INSTITUTE, USA ("EPRI")	6.575	12.4	10
UNITED STATES NUCLEAR REGULATORY COMMISSION, USA ("NRC")	6.575	12.4	11
STUDSVIK ENERGITEKNIK AB, SWEDEN ("STUDSVIK")	-	-	12
	53.0	100	

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